Drug

Motion to dismiss or affirm

Drug, but I think was appeal unfounded, not prosecuted.

A. — 1879

10 — 145

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 213.

JOHN T. MOORE & COMPANY, A COMMERCIAL FIRM COMPOSED OF JOHN T. MOORE AND JOHN T. MOORE, JR., INTERVENORS, APPELLANTS,

VS.

AMANDA M. F. SIMONDS, ADMINISTRATRIX OF JOHN S. SIMONDS; FOSTER & ROCKWOOD, A COMMERCIAL FIRM COMPOSED OF RALPH T. FOSTER AND THOMAS H. ROCKWOOD, ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA.

FILED OCTOBER 3, 1877.

SUPREME COURT OF THE UNITED STATES.

No. 213.

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vs.

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1 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

A. M. SIMONDS
versus } No. 7794.
STEAMBOAT JOHN T. MOORE.

Consent to use original record in circuit court.—Filed March 6th, 1876.

U. S. circuit court, fifth circuit and district of Louisiana.

A. M. SIMONDS
vs.
ST'B'T JOHN T. MOORE.

We, the undersigned, representing all the parties in interest in the the above suit (the same having been sent to this hon. court by his hon. E. C. Billings on account of having been counsel in said suit in the U. S. district court, over which he is now presiding), consent that the record in the original be filed at once in the circuit court, and that a transcript of the same be dispensed with.

(Signed) BENTINCK EGAN,
Proctor for Libellant.
SINGLETON & BROWNE,
Proctors for Sundry Parties.
J. MCCONNELL,
For W. G. Coyle & Co., and for Est. S. McConnell, Subrogated.
2 R. DEGRAY,
For Swift Iron and Steel Work and Dennis Long and Others.
M. M. COHEN,
Proctor for N. A. Ins. Co. et als.
WM. GRANT, *Proctor.*
LEOVY & MUNROE,
R. H. MARR, *For Sundry Creditors.*
J. WARD GURLEY, JR.,
H. H. BRYAN, JR.,
For Sundry Creditors.
CLARKE, BAYNE & RENSHAW,
Att'ys.
FINNEY & MILLER,
JAS. H. GROVER.
J. S. WHITAKER.
HORNER & BENEDICT AND
ANDREW J. MURPHY,
Proctor for D. Hughes and N. S. Gas Light Co.
MERRICK, RACE & FOSTER.
T. GILMORE & SONS, *Att'ys.*

PROCEEDINGS IN DISTRICT COURT.

Libel and bill.—Filed September 5th, 1873.

AMANDA M. F. SIMONDS, ADMINISTRATRIX,
vs. } No. 10280.
ST'R JOHN T. MOORE.

To the Hon. E. H. Durell, judge of the United States district court for the district of Louisiana.

The libel of Mrs. Amanda M. F. Simonds, administratrix of the suc-

cession of her late husband, John Sheldon Simonds, duly appointed and qualified by the honorable second district court for the parish of Orleans, against the steamboat John T. Moore, whereof
Boardman is now or late was master, her boats, tackle, apparel,
3 machinery, and furniture now lying in the port of New Orleans,
and against all persons claiming any interest in said vessel et cet., in a cause of contract, civil and maritime, alleges as follows:

1st. That the steamboat John T. Moore, whereof Boardman is now or late was master, is a vessel of more than 600 tons burden, enrolled and licensed to pursue the coasting trade, and was on various dates in the years 1871, 1872, and 1873 engaged in commerce and navigation between the port of New Orleans and various ports and places on the Mississippi and Red River, carrying freight and passengers for hire, principally between New Orleans and Shreveport and various intermediate points.

2. That said steamboat John T. Moore, being in the port of New Orleans on various dates in said years 1871, 1872, & 1873, and designed on her aforesaid voyages, and being in need of various articles of hardware and ship-chandlery, &c., the master of said vessel requested your libellant's late husband, J. S. Simonds, then doing business in the city of New Orleans under the name and style of J. S. Simonds & Co., to furnish the same to said vessel, which he did on various dates in
4 said years to the amount of twenty-seven hundred and twenty $\frac{79}{100}$ dollars ($2,720.79), and libellant and her said late husband has received various sums of money on account of said bill, amounting in all to the sum of thirteen hundred and fifty dollars, leaving the balance due on said account of thirteen hundred and seventy $\frac{79}{100}$ dollars, with 5 per cent. interest from the 30th of November, 1872, all of which will more fully appear by reference to the detail bill annexed and made part hereof.

3d. That the said steamboat John T. Moore is now justly and truly indebted to your libellant, in her capacity as administratrix of the succession of her late husband John S. Simonds, in the full sum of thirteen hundred and seventy $\frac{79}{100}$ dollars, with 5 per cent. interest from the 30th of November, 1872, for hardware and ship-chandlery furnished to and used on said steamboat, as set forth in the detail bill annexed and made part hereof; that the prices charged for the same are just and reasonable, and the usual prices charged at the time, and that said hardware and ship chandlery, &c., were necessary for the use of said boat,
5 and the master of said boat has frequently promised to pay for the same, yet fails and neglects so to do.

4th. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of the United States and of this honorable court.

Wherefore libellant prays that process, in due form of law, and according to the course of this honorable court in causes of admiralty and maritime jurisdiction, may issue against the said steamboat John T. Moore, her boats, tackle, apparel, machinery, and furniture; and that all persons claiming any interest in the same may be cited and admonished to appear and answer the matters aforesaid, and, after due proceedings had, that this honorable court will be pleased to decree the payment of libellant's aforesaid claim, with interest and costs, and that the said steamboat, her boats, tackle, apparel, machinery, and furniture may be condemned and sold to pay the same; and libellant prays for all general and equitable relief that the nature of her claim may require and this court is competent to give.

6 (Signed) BENTINCK EGAN, *Proctor.*

M. A. Tarleton, being duly sworn, says that he is the duly authorized agent and attorney of Mrs. Amanda M. F. Simonds, administratrix of the succession of her late husband, J. S. Simonds, and that she is now absent from the State of Louisiana, and all the facts and allegations in the foregoing libel are true and correct.

(Signed) M. A. TARLETON.

Sworn to & subscribed before me Sept. 5th, 1873.

(Signed) K. LOEW,
U. S. Comm'r.

Let admiralty process issue as prayed for.
Sept'r 5th, 1873.

(Signed) K. LOEW, *D'y Clk.*

Bill annexed to and made part of libel.

[Terms, net cash in U. Tr'y notes.]

NEW ORLEANS, *April 28th*, 1873.

St'b't John T. Moore bought of J. S. Simonds & Co.

[Nos. 19 Canal, 9 Crossman, & 4 Front sts. Dealers in hardware, iron, and ship-chand., nails, castings, manilla, sail duck, copper, zinc, anchors, chains, axes, hoes, paints, oils, &c., &c., &c., &c., India rubber belting, hose, packing, and all supplies necessary for railroads, steamships, plantations, &c., &c., &c., &c.]

7

1872.					
Oct'r		To am't forward		2,669 71	
	19.	" m'd'se		10 95	
	22.	" do.		2 50	
	31.	" do.		15	
Nov. 11,	12.	" do.		50	
	19.	" do.		7 62	
	23.	" do.		60	
	27.	" do.		15 80	
29,	30.	" do.		9 20	
1873.					
Ap'l	24.	" cash		3 76	
					2,720 79
		CREDIT.			
1872.					
Mc'h	8.	By cash		50 00	
	26.	" "		50 00	
	27.	" "		50 00	
					150 00
					2,570 79
		By cash			500 00
					2,070 79
		2 head lights sold for ⅔ John T. Moore			150 00
					1,920 79
1873.					
June	11.	By cash			250
					1,670 79
July	5.	" "		200	
"	19.	" "		100	
					300 00
					1,370 79

Admiralty warrant.—Issued September 5th, 1873.

The President of the United States of America to the marshal
8 of the district of Louisiana or his lawful deputy, greeting:

You are hereby commanded forthwith to seize and into your possession take the steamer John T. Moore, her tackle, apparel, furniture, boats, and machinery, now libelled by Amanda M. F. Simonds, administratrix, &c., for the causes set forth in the libel now pending in district court of the United States for the district of Louisiana; that you do cite and admonish the owner or owners and all and every other person or persons having or pretending to have any right, title, or interest in or to the same, to be and appear before a district court of the United States for the district aforesaid, to be holden at the city of New Orleans on or before the third Monday from the service hereof, to show cause, if any they have or can, why the said steamer should not be condemned and sold agreeably to the prayer of libellant; and how you have executed this warrant that you make return according to law.

Witness the honorable Edward H. Durell, judge of the said court, at New Orleans, this 5th day of Sept'r, 1873, and the 98th year of
9 the Independence of the United States.

(Signed) K. LOEW, *D'y Clk.*

Marshal's return.

Rec'd Sept'r 5th, 1873, by the U. S. marshal, and on the same day and month and year, seized and took into my possession the steamboat John T. Moore, her tackle, apparel, &c. Appointed keeper thereon. Monition published in the N. O. Republican.

New Orleans, Oct. 31st, 1873.

(Signed) S. W. REED,
D'y U. S. Marshal.

Marshal's monition.

In the United States district court, district of Louisiana.

AMANDA M. F. SIMONDS
vs.
STEAMER JOHN T. MOORE, HER TACKLE, &C. } No. 10280.

In obedience to an admiralty warrant to me directed in the above entitled suit, I have seized and taken into my possession the steamboat John T. Moore, her tackle, apparel, furniture, boats, and machinery now libelled by Amanda F. Simonds, administratrix, for the causes set forth in the libel now pending in the district court of the United States.
10 And I do hereby cite and admonish the owner or owners thereof, & all & every person or persons having or pretending to have any right, title, or interest in or to the same, to be and appear at a district court of the United States for the district aforesaid, to be holden at the city of New Orleans on the third Monday from the date hereof, to show cause, if any they have or can, why the said steamboat, etc., should not be condemned and sold agreeably to the prayer of libellant.

United States marshal's office, New Orleans, eighth day of September, 1873.

S. B. PACKARD
United States Marshal.

Se. 9, 16, 23, 28.

Intervention of John T. Moore & Co.—Filed September 12th, 1873.

U. S. district court, district of Louisiana, in admiralty sitting.

AMANDA M. F. SIMONDS, ADM'X, *vs.* ST'B'T JOHN T. MOORE. } No. 10280.

To the honorable E. H. Durell, judge of the United States district court for the district of Louisiana, in admiralty sitting.

The intervening libel of the commercial firm of John T. Moore & Co. located and doing business in the city of New Orleans as merchants, and within the aforesaid district, and composed of John T. Moore and John T. Moore, jr., both residents of said city, intervening in the
11 above entitled suit for their interest, against the said steamboat John T. Moore, her tackle, apparel, furniture, machinery, and boats now in possession and custody of the marshal of said district, by virtue of an admiralty warrant issued in said suit against all persons intervening or claiming an interest in or to said vessel, in a cause of contract civil and maritime, and thereupon these intervening libellants articulately allege and propound as follows:

1st. That said steamboat John T. Moore is a vessel of more than four hundred tons burden, and is enrolled and licensed for the coasting trade, and is now or was lately commanded by William T. Boardman, the master thereof, and was more or less during the years 1871, 1872, and 1873 engaged in commerce and navigation (in carrying freight and passengers for hire) between the port of New Orleans and the various ports and places on the Mississippi and Red Rivers and their tributaries navigable by vessels of fifty tons burden or more from the sea, and within the admiralty and maritime jurisdiction of this honorable court.

2d. That said steamboat John T. Moore, being in the port of
12 New Orleans aforesaid at various dates within and during said years 1871, 1872, and 1873, and designed on her aforesaid voyages and being in need of stores, supplies, and necessaries without which she could not have pursued and accomplished in safety her aforesaid voyages, the master of said steamboat requested libellants, then as now carrying on and conducting a general wholesale and retail grocery business under their aforesaid name and style of John T. Moore & Co., to furnish said stores, necessaries, and supplies to said steamboat, with which request these libellants complied, and did at the various dates within said years extending from the 22d of August, 1873, furnish and supply said vessel as requested, and as herein above stated, amounting in the aggregate to the sum of nineteen thousand seven hundred forty-three & $\frac{02}{100}$ ($19,743.02) dollars, subject to credits applicable to said amount made at sundry and various dates, amounting in the aggregate to the sum of four thousand eight hundred and fourteen & $\frac{43}{100}$ ($4,814.43) dollars, leaving a balance of fourteen thousand nine hundred twenty-eight & $\frac{59}{100}$ ($14,928.59) dollars still due and owing to these libellants, as will fully appear from the exhibit marked Z, and made a part of this libel.

13 *Exhibit marked Z, attached to and made part of intervention of John T. Moore & Co.*

Steamboat John T. Moore and owners in account with John T. Moore & Co.

		Dr.				Cr.		
1871.					1873.			
Feb.	22	To am't bill of stores	698 46		April 13	To balance of collections to date		960 99
March	8	" " " "	515 40	1,213 86		Balance		244 87
				$1,213 86				$1,213 86
		To balance		244 87				
March	18	" am't bill of stores		498 88				
	29	" " " "		442 13				
April	8	" " " "		379 31				
	15	" " " "		289 97				
	22	" " " "		366 10				
	29	" " " "		270 20				
May	6	" " " "		353 82				
	13	" " " "		267 46				
	20	" " " "		338 76				
	31	" " " "		298 58				
June	3	" " " "		270 95				
	10	" " " "		289 10				
	24	" " " "		331 28				
July	1	" " " "		300 69				
	8	" " " "		318 18				
	15	" " " "		286 36				
	22	" " " "		295 15				
Aug.	5	" " " "		324 92				
	11	" " " "		421 67				
	18	" " " "		352 31				
	28	" " " "		293 68				
14								
Dec'r	8	To amount bill of stores		373 10				
	21	" " " "		430 03				
1872.								
Jan'y	2	" " " "		455 44				
1871.								
Dec'r	21	" " " "		4 75				
1872.								
Jan'y	16	" " " "		438 91				
	31	" " " "		428 30				
Feb'y	10	" " " "		350 43				
	22	" " " "		358 81				
March	7	" " " "		345 93				
	21	" " " "		470 78				
May	6	" " " "		561 05				
June	1	" " " "		260 77				
July	12	" " " "		320 52				
1873.								
Jan'y	18	" " " "		612 50				
Feb'y	5	" " " "		836 91				
	21	" " " "		603 81				
March	8	" " " "		557 63				
	25	" " " "		450 11				
Ap'l	13	" " " "		674 74				
		" balance per $\frac{3}{C}$ rend		$15,768 89		See amended acc't with supl'l libel, $14,132.65.		
Ap'l	26	" amount bill of stores		424 94				
May	10	" " " "		406 72	1873.			
	23	" " " "		347 02	Sept'r 10	By balance of collection to date, to be computed, as per agreement, to the oldest portion of this $\frac{3}{C}$		3,845 44
June	11	" " " "		558 22		Balance		14,928 59
July	5	" " " "		306 71				
	19	" " " "		455 90				
Aug.	2	" " " "		505 63				
				$18,774 03				$18,774 03
Sept'r	10	To balance of account to date due John T. Moore & Co., brought down		$14,928 59				

E. E.
NEW ORLEANS, *September 10th*, 1873.

15 That for the payment of said balance these libellants have both an admiralty and a State or local lien on said steamboat John T.

Moore. That by agreement between said master and the owners of said vessel, these libellants are entitled to interest on the price of said stores, necessaries, and supplies, at the rate of eight per cent. per annum.

3rd. That detailed bills of said stores, necessaries, and supplies have been regularly rendered to the master of said vessel, and by him and the owners approved as true, correct, and proper, and the payment thereof often promised, but they wholly failed to pay the same, except as hereinabove stated and set forth.

That said balance of $14,928.59 dollars is now still due and owing.

That said stores, necessaries, and supplies were necessary to said vessel while engaged in making her aforesaid voyages and without them she could not have performed her said voyages.

That the prices charged for the same were reasonable and proper at the time, and were such as were then generally charged for
16 such articles, and so admitted and acknowledged by the master of said vessel, and the same were furnished and supplied on the credit of said vessel.

4th. That all and singular the premises are true and correct and within the admiralty and maritime jurisdiction of this honorable court.

Wherefore libellants pray that they be allowed to intervene in the aforesaid suit and to prosecute their claim hereinabove set forth, and that process in due form of law and according to the course of this honorable court in cases of admiralty jurisdiction may issue against the said steamboat John T. Moore, her tackle, apparel, machinery, furniture, and boats, and that all persons claiming any interest in the same may be cited and admonished to appear and answer the matters herein above set forth, and after due proceedings had that this honorable court will be pleased to decree the payment of libellants' aforesaid claim, with interest and costs, and that the aforesaid liens of these libellants be recognized and enforced, and that the said steamboat, her tackle, apparel, furniture, machinery, and boats may be condemned and sold to
17 pay the same; and libellants pray for all further general and equitable relief that may in the premises be granted, and to which the nature of their claim may entitle them and this court may be competent to give.

(Signed) JOHN T. MOORE & CO.,
By JNO T. MOORE, JR.
(Signed) RANDOLPH, SINGLETON & BROWNE,
Proctors for Libellants.

Sworn to and subscribed before me Sept'r 12th, 1873.
(Signed) K. LOEW,
U. S. C.

Intervention of J. B. Pigniola and Cietcovich.—Filed September 26th, 1873.

AMANDA M. F. SIMONDS }
vs.
ST'R JOHN T. MOORE. }

To the Hon. E. H. Durell, judge of the U. S. district court for the district of Louisiana:

The libel of intervention of J. B. Pigniolo and Cietcovich, a commercial firm composed of J. B. Pigniolo and Andrew Cietcovich, residing and doing business in the city of New Orleans, against the st'r John T.

Moore, whereof W. T. Boardman is now or late was master, her tackle, apparel, machinery, and furniture, and now lying in the
18 port of New Orleans, and under seizure by virtue of admiralty process issued from this honorable court in the above cause, and against all persons claiming any interest in said vessel, in a cause of contract civil and maritime, alleges as follows:

1st. That the st'r John T. Moore, whereof W. T. Boardman is now or late was master, is a vessel of more than 500 tons burden, enrolled and licensed to pursue the coasting trade, and was on various dates in the year 1873, and previous to that year, engaged in commerce and navigation on the Mississippi and tributary rivers carrying freight and passengers for hire.

2d. That on various dates in said year, the said boat being in the port of New Orleans and designed on her aforesaid voyages, and being in need of various descriptions and quantities of supplies for the use of the passengers and crew and money to pay for and purchase supplies and other expences of the boat, the master of said boat applied to and requested your libellants to furnish the same, which libellants
19 did on various dates in said year to the amount of one hundred and thirty-nine $\frac{15}{100}$ dollars, all of which will more fully appear from the detailed bill annexed and made part hereof.

3. That the st'r John T. Moore is now justly and truly indebted to your libellants in the full sum of one hundred and fifty-nine $\frac{05}{100}$ dollars for supplies of various kinds furnished by libellants to said boat, at various dates, in the months of May, June, July, and August, 1873, as shown by the detail bill annexed, and the further sum of fifty $\frac{00}{100}$ dollars, for money loaned to pay running expences of the boat, making in all two hundred and nine $\frac{05}{100}$ dollars, as shown by the account; that the said supplies, etcet., were necessary for the use of said boat in the business she was engaged, and the prices charged for the same are just and reasonable, and the master of said boat has frequently promised to pay the same, yet fails and neglects so to do.

4th. That all and singular the premises are true.

Wherefore libellants pray that this libel of intervention be filed, that process in due form of law do issue against the said steamboat
20 John T. Moore, her tackle, apparel, etcet., and that all persons claiming any interest in said vessel may be cited to appear and answer the matters aforesaid, and, after due proceedings had, that the said boat be condemned to pay libellants' claim, with interest and costs, and libellants pray for general relief.

(Signed) BENTINCK EGAN, *Proctor.*
(Signed) J. B. PIGNIOLO.

Sworn to and subscribed before me this 26th Sept'r, 1873.
(Signed) J. A. CHARBONNET,
D'y Cl'k.

Bill attached to and made part of foregoing intervention.

Monthly statement.

NEW ORLEANS, *Sept'r 13th*, 1873.

St'r John T. Moore & owners to J. B. Pigniolo & Cietcovich, Dr., cor. Gravier & Front sts.

1873.			
May 23.	Amount bill rendered.....	30	00
June 10.	" " "	32	05

July	5.	Amount bill rendered		19 75
"	19.	" " "		21 25
Aug.	2.	" " "		21 50
				$124 85
		" " "		34 20
		Cash loaned		50
				$209 05

21 *Intervention of Perkins Boardman et al., for wages.—Filed Sept'r 27th, 1873.*

To the honorable judge of the district court of the United States, district and State of Louisiana, holding sessions at the city of New Orleans:

Perkins Boardman, John Boardman, pilots, William T. Boardman, captain, Mordaunt E. Hill, John Anderson, Peter Williams, watchman, William Sharpe, mate, Thomas Berry, John Moffett, engineers, Lowd Walden, William H. Quicksall, clerks, Albert Wicker, steward, Caswell A. Saddler, carpenter, all lately mariners employed on the steamboat John T. Moore, in their several capacities, and Nicholas Glasser, ship and steamboat smith, and Sinnott and Adams, steamboat agents, all of the city of New Orleans, exhibit this their intervening libel against the steamboat John T. Moore, her tackle, furniture, machinery, engines, boats, &c., of which boat Boardman is now or lately was master, said boat being now at the port of New Orleans, in custody of the United States marshal, under and by virtue of an admiralty warrant
22 issued in the suit of Mrs. Amanda M. F. Simonds, administratrix, vs. The Steamboat John T. Moore, No. 10280 of the docket of this honorable court, and thereupon these intervening libellants, as above named and set forth, do each and severally allege and articulately propound as follows, viz:

First. That the said steamboat John T. Moore was lately engaged in the business of navigation and commerce, carrying persons and property for hire on the public navigable waters of the United States, that is, on the Mississippi and Red Rivers, between the ports of New Orleans and Shreveport, and while so engaged these libellants rendered and performed the services hereinafter mentioned at the special instance and request of the master of said boat, and with the knowledge and consent of the owner of said boat, on account of which there remain now due to these libellants, severally and respectively, the sums of money hereinafter stated and set forth, viz:

1st. To Perkins Boardman thirty-eight hundred and sixty-two dollars and forty cents, balance due him for his wages as pilot of said boat.

2d. To John Boardman, eighteen hundred and ninety-one dol-
23 lars and fifty cents, balance due him for his wages as pilot of said boat.

3rd. To William T. Boardman four thousand three hundred and seventeen dollars and eighteen cents, balance due him for his wages as captain of said boat.

4th. To Mordaunt E. Hill eight hundred and twenty-five dollars, balance due him for his wages as watchman of said boat.

5. To William Sharpe eighty-six dollars and sixty-seven cents, balance due him for his wages as mate of said boat.

6. To Thomas Berry one hundred and twenty dollars, balance due him for his wages as first engineer of said boat.

7th. To John Moffett forty-one dollars and sixty-seven cents, balance due him for his wages as second engineer of said boat.

8. To Lowd Walden thirty-one hundred and ninety dollars and three cents, balance due him for his wages as first clerk of said boat.

9. To W'm H. Quicksale three hundred and forty-eight dollars and seventy-five cents, balance due him for his wages as second clerk of said boat.

24 10. To Albert Wicker twenty-five dollars, balance due him for his wages as steward of said boat.

11. To John Anderson sixty dollars, balance due him for his wages as watchman while said boat was laying up in the port of New Orleans.

12th. To Caswell A. Saddler three hundred and ninety-seven dollars and forty-two cents, balance due him for his wages as carpenter of said boat.

13. To Peter Williams sixty dollars, balance due him for his wages as day watchman and laborer on board said boat while in the port of New Orleans laying up.

(In support of which libellants will file herein in due time proper schedules setting forth their said demands respectively.)

14. To Nicholas Glasser, for work and materials in repairing the machinery of said boat at different times from 20th Sept'r, 1871, to 30th June, 1873, one hundred and eighty-four dollars and fifty-eight cents ($184.58), as per annexed schedule No. 14.

15. To Sinnott & Adams eleven hundred and thirty-nine dollars and sixty cents ($1,139.60), for their services as agents in procuring
25 freights, soliciting business, advertising, and expenditures in and about said agency from 9th December, 1871, to 2d August, 1873, as per annexed schedule No. 15.

All of which said services, materials, work, and repairs and expenditures, so by all the said intervening libellants respectively performed, furnished, due, and made, were at the special instance and request of the master of said boat, with the authority and consent of the owner, and on the credit of said boat, and were proper, useful, and necessary to enable said boat to prosecute the business in which she was engaged, and that by the laws of the United States and of the State of Louisiana these intervening libellants are entitled to a lien and privilege on the said steamboat John T. Moore, her tackle, &c., which is properly cognizable in this honorable court.

Second. That said steamboat John T. Moore is now in the custody of the marshal, and is about to be sold, and the proceeds will be brought into the registry of the court for distribution.

Third. That all and singular the premises are true and within
26 the admiralty and maritime jurisdiction of this honorable court.

Wherefore, the premises considered, these intervening libellants pray that they be allowed to file this their intervening libel in the said suit of Amanda M. F. Simonds, administratrix, vs. Steamboat John T. Moore, No. 10280 of the docket. That process issue thereon in due form of law, and after due proceedings had that this honorable court would be pleased to pronounce for the aforesaid demands of the libellants severally and respectively as above set forth, and to decree that the same be paid by privilege and preference, with interest and costs, out of the proceeds of the said boat, according to the respective ranks and priorities of libellants, and for all such other and general relief in

the premises as to right and justice appertain and the court is competent to give in the premises; and as in duty, &c.

R. H. MARR,
Proctor.

(Signed) W. H. QUICKSALL,
2d Clerk.
W. T. BOARDMAN.
LOWD WALDEN.
SINOTT & ADAMS,
By R. W. ADAMS.
his
PETER + WILLIAMS.
THOS. BARRY,
1st Engineer.
JOHN R. MOFFETT,
2nd Engineer.
A. WILKERS,
Steward.

27 Sworn to and subscribed before me this 27th Sept., 1873.
(Signed) K. LOEW, *U. S. C.*

(Signed) E. A. SADLER.

Sworn to and subscribed before me this 8th Dec'r. 1873.
(Signed) J. A. CHARBONNET,
D'y Clk.

(Signed) JNO. BOARDMAN.
A. P. BOARDMAN.

Sworn to and subscribed before me Sept. 30th, 1873.
(Signed) K. LOEW, *U. S. C.*

(Signed) WILLIAM SHARP.

Sworn to and subscribed before me this 2d October, 1873.
(Signed) J. A. CHARBONNET,
D'y Clk.

(Signed) NICHOLAS GLASSER.

Sworn to and subscribed before me this 16th Dec'r, 1873.
(Signed) J. A. CHARBONNET,
D'y Clk.

Intervention of W. G. Coyle & Co.—Filed September 29th, 1873.

U. S. district court, dist. of Louisiana. In admiralty sitting.

AMANDA M. F. SIMONDS
vs.
STEAMBOAT JOHN T. MOORE.

28 To the honorable E. H. Durell, judge of the United States district court for the district of Lou'siana, in admiralty sitting:

The intervening libel of the commercial firm of W. G. Coyle & Co., located and doing business in the city of New Orleans, as merchants, and

within the aforesaid district, and composed of W. G. Coyle and Samuel Alston, both residents of said city, intervening in the above-entitled suit for their interest against the said steamboat John T. Moore, her tackle, apparel, furniture, machinery and boats, now in possession and custody of the marshal of said district by virtue of an admiralty warrant issued in said suit & against all persons intervening or claiming an interest in or to said vessel in a cause of contract, civil and maritime, and thereupon these intervening libellants articulately allege and propound as follows:

1st. That said steamboat John T. Moore is a vessel of more than four hundred tons burden, and is enrolled and licensed for the coasting trade, and now, or was lately, commanded by William T. Boardman, the
29 master thereof, and was, more or less, during the months of February, March, April, May, June, July, and August, 1873, engaged in commerce and navigation (in carrying freight and passengers for hire) between the port of New Orleans and the various ports and places on the Mississippi River and Red River and their tributaries navigable (by vessels of fifty tons burden or more) from the sea, and within the admiralty and maritime jurisdiction of this honorable court.

2d. That said steamboat John T. Moore, being in the port of New Orleans aforesaid at various dates within and during the months of February, March, April, May, June, July, and August, 1873, and previous to said dates, and designed on her aforesaid voyages, and being in need of supplies, and necessaries, and coal, to be used as fuel thereon, without which she could not have made her aforesaid voyages nor pursued and accomplished in safety her aforesaid voyages, the master of said steamboat requested libellants, then as now carrying on and conducting a general wholesale and retail coal business under their aforesaid
30 name and style of W. G. Coyle & Co., to furnish and supply said steamboat with coal, with which request the said libellants complied, and did at the various dates within said year 1873, extending from the 4th February, 1873, to the 2d day of August, 1873, and previous to said dates, furnish and supply said steamboat with coal used for fuel thereon as requested and hereinabove stated, amounting in the aggregate to the sum of thirty-eight hundred and seventy-three $\frac{50}{100}$ dollars (which is due and owing to these libellants), as will more fully appear from the exhibit hereto annexed marked U, and made part of this libel.

That for the payment of said amount aforesaid, due as aforesaid, these libellants have both an admiralty and a State or local lien on said steamboat John T. Moore.

That it has been customary and usual for the master and owners of said steamboat to allow these libellants interest on the price of coal furnished and supplied as aforesaid at the rate of 8 % per annum,
31 dating from the purchase of the same.

3rd. That detailed bills of said coal have been regularly rendered to the master of said steamboat, and by him and the owners thereof approved as true and correct and proper, and the payment thereof often promised, but they wholly failed to pay the same.

That said sum of three thousand eight hundred and seventy-three $\frac{50}{100}$ dollars is now still due and owing.

That said coal furnished and supplied to said boat for fuel as aforesaid was necessary while engaged in making her aforesaid voyages.

That the prices charged for the same were reasonable and proper at the time and were such as were generally charged for coal at the time, and

so admitted and acknowledged by the master of said steamboat, and the same was furnished and supplied on the credit of said vessel.

4th. That all and singular the premises are true and correct and within the admiralty and maritime jurisdiction of the United States
32 and of this honorable court.

Wherefore libellants pray that they be allowed to intervene in the aforesaid suit and to prosecute their claim hereinabove set forth, and that process in due form of law and according to the course of this honorable court in cases of admiralty and maritime jurisdiction may issue against said steamboat John T. Moore, her tackle, apparel, machinery, furniture, and boats, and that all persons claiming any interest in the same may be cited and admonished to appear and answer the matters hereinabove set forth, and after due proceedings had this hon. court will be pleased to decree the payment of libellants' aforesaid claim, with interest and costs, and that the said steamboat, her tackle, apparel, furniture, machinery, and boats may be condemned and sold to pay the same, and libellants pray for all further generel and equitable relief that may in the premises be granted and to which the nature of their claim may entitle them and this court may be competent to give.

(Signed) W. G. COYLE & CO.
(do) SAMUEL ALSTON.
(Signed) JAMES McCONNELL,
33 (Signed) HORACE E. UPTON,
Proctors for Libellants.

Sworn to and subscribed before me Sept'r 29th, 1873.
(Signed) K. LOEW, *U. S. C.*

Exhibit U, attached to and made part of foregoing intervention.

[W. G. Coyle & Co., coal merchants. Pittsburg & anthracite coal delivered at the lowest rates to families, hotels, cotton-presses, foundries, & steamboats.]

NEW ORLEANS, *September*, 1873.

Steamer Jno. T. Moore & owners bought of W. G. Coyle & Co., office No. 138 Gravier street, yard corner Julia & Water streets.

1873.									
Febr'	4	Balance due on		400	boxes	coal	.....	286	50
	21	"	"	600	"	"	.....	450	
March	8	"	"	500	"	"	.....	330	
	22	"	"	518	"	"	.....	310	80
	26	"	"	182	"	"	.....	109	20
April	12	"	"	620	"	"	.....	372	
	26	"	"	450	"	"	.....	270	
May	8	"	"	550	"	"	.....	330	
	22	"	"	400	"	"	.....	220	
June	10	"	"	425	"	"	.....	255	
July	5	"	"	500	"	"	.....	300	
	19	"	"	400	"	"	.....	240	
	2	"	"	500	"	"	.....	300	
								$3,873	50

34 *Intervening libel of Dennis Long.—Filed Sept'r 29th*, 1873.

U. S. district court, district of Louisiana. In admiralty.

AMANDA M. F. SIMONDS, ADMINISTRATRIX,
vs.
ST'R JOHN T. MOORE, HER TACKLE, &C. } No. 10280.

To the honorable E. H. Durell, the judge of the United States district court for the district of Louisiana.

The libel of intervention of Dennis Long, of Louisville, in the State of Kentucky, against the said steamboat John T. Moore, whereof Boardman is now, or late was, master, her boats, tackle, apparel, machinery, and furniture, now lying in the port of New Orleans, and under seizure by virtue of admiralty process issued from this honorable court in the above cause, and against all persons claiming any interest in said vessel, in a cause of contract civil and maritime, and thereupon this intervening libellant alleges and articulately propounds as follows:

1st. That the said steamboat John T. Moore is a vessel of more
35 than 600 tons burthen, enrolled and licensed to pursue the coasting trade, and was engaged on various dates in the years 1871, 1872, & 1873 in commerce and navigation between the ports of New Orleans and various ports and places on the Mississippi and Red Rivers, carrying freight and passengers for hire, principally between New Orleans and Shreveport and various intermediate points.

2d. That libellant is owner of two promissory notes drawn, for value received, by C. J. Boardman, both dated 27th January, and payable at the Citizens' Bank in New Orleans, Louisiana: one for $2,926.57 (twenty-nine hundred and twenty-six .57 dollars), payable four months after date, upon which note after maturity $1,000 (one thousand dollars) were paid on the capital, and interest up to 1st of February, 1872, as appears on the back of said note, herein filed as Doc't A, leaving a balance due of nineteen hundred and twenty-six $\frac{57}{100}$ dollars ($1,926.57) with 8 % interest from the first of February, 1872, till paid. The other note for three thousand one hundred and eighty-seven $\frac{46}{100}$ ($3,187.46), with 8 % interest from maturity, viz, 30th April, 1872, till paid, as appears
36 from said second note, herein filed as Doc't B.

3rd. That by indenture made 27th day of January, 1871, Charles J. Boardman, of New Orleans, State of Louisiana, mortgaged said boat unto libellant; that the consideration of said mortgage was $5 in hand paid to him, and the further consideration that the said Charles J. Boardman was indebted to libellant in the sum of nine thousand two hundred and six $\frac{52}{100}$ dollars for materials furnished and labor done in the building and equipments of said steamboat, and for which said party of the first part (the said Charles J. Boardman) has executed his three promissory notes of this date, payable to said Long: one for two thousand nine hundred and twenty-six $\frac{57}{100}$ dollars four months after date, one for three thousand and ninety-two $\frac{46}{100}$ dollars eleven months after date, and one for three thousand one hundred and eighty-seven $\frac{49}{100}$ dollars fifteen months after date. All of which will more fully appear from the said mortgage filed or to be filed in the intervening libel of Swift's Iron and Steel Works, of Cincinnati, Ohio, in this case, and from the said 2 notes herewith filed and made part
37 hereof, and that by the maritime law, and by the law of Louisiana, and of the State where said materials were furnished and

said labor done, and said indenture made, this intervening libellant's claim is a lien upon said steamboat, her tackle, apparel, and furniture.

4th. Libellant also alleges that he is the owner of a note dated New Orleans, June 10th, 1871, payable four months after date, to his order, for the sum of three hundred and five $\frac{86}{100}$ dollars, value received, drawn by said C. J. Boardman by W. T. Boardman, his attorney; all of which will more fully appear from said note, hereto annexed and made part hereof. (For note see act of mortgage, page 98.)

That all and singular the premises are true, and within the admiralty and maritime jurisdiction of the United States and of this honorable court.

Wherefore libellant prays that this intervening libel be filed, and that process in due form of law and according to the course of this honorable court in causes of admiralty and maritime jurisdiction may issue against the said steamboat John T. Moore, her boats, tackle,
38 apparel, machinery, and furniture, and that all persons claiming any interest in the same may be cited and admonished to appear and answer the matters aforesaid, and after due proceedings had that this honorable court will be pleased to decree the payment of libellant's aforesaid claim with interest and costs, and that the said steamboat, her boats, tackle, apparel, machinery, and furniture may be condemned and sold to pay the same; libellant prays for all general and equitable relief that the nature of her claim may be require and this court is competent to give.

(Signed) M. M. COHEN,
Proctor for Libellant.

Armand Pitot, being sworn, says that he is agent or att'y in fact of Dennis Long, the libellant above named; that said libellant is absent from the district; he being, as deponent believes, in the State of Kentucky; that the above libel is true according to the best of his knowledge and belief.

(Signed) ARMAND PITOT.

Sworn to and subscribed before me Sept'r 29th, 1873.

(Signed) K. LOEW, *U. S. C.*

39 *Intervening libel of New Albany Insurance Company.—Filed September 29th,* 1873.

United States district court, district of Louisiana. In admiralty.

AMANDA M. F. SIMONDS, ADMINISTRATRIX,
vs.
ST'R JOHN T. MOORE. } No. 10280.

To the honorable E. H. Durrell, the judge of the United States district court for the district of Louisiana:

The libel of intervention of the New Albany Insurance Company, a corporation duly established at New Albany, in the State of Indiana, against the said steamboat John T. Moore, whereof Boardman is now, or late was, master, her boats, tackle, apparatus, machinery, and furniture, now lying in the port of New Orleans, and under seizure by virtue of admiralty process issued from this hon'able court in the above cause, and against all persons claiming any interest in said vessel,
40 in a cause of contract, civil and maritime, and thereupon this intervening libellant alleges and articulately propounds as follows:

I. That the said steamboat John T. Moore is a vessel of more than 600 tons burthen, enrolled and licensed to pursue the coasting trade, and was engaged on various dates in the years 1871, 1872, 1873 in commerce and navigation between the port of New Orleans and various ports and places on the Mississippi and Red Rivers, and carrying freight and passengers for hire, principally between New Orleans and Shreveport and various intermediate points.

II. That they are the holders and owners of a note of $180.00 (one hundred and eighty dollars), drawn for value received by Capt. W. T. Boardman, to the order of and endorsed by Geo. S. Kulwer, dated Cincinnati, July 26th, 1872, payable at New Orleans, five months after date, being for premium of insurance, policy No. 606, for account of steamer John T. Moore and owners, in the New Albany Insur-
41 ance Company, all which will more fully appear by the said note, marked A, and by the charter and copy policy of insurance hereto annexed and made part thereof.

III. That by the maritime law, and the law of Indiana and Louisiana, the claim of these intervening libellants is a lien upon said steamboat, her tackle, apparel, and furniture.

IV. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of the United States and of this honorable court.

V. Wherefore libellants prays that this intervening libel be filed, and that process in due form of law, and according to the course of this honorable court in causes of admiralty and maritime jurisdiction, may issue against the said steamboat John T. Moore, her boats, tackle, apparel, machinery, and furniture, and that all persons claiming any interest in the same may be cited and admonished to appear and answer the matters aforesaid; and after due proceedings had, that this honora-
42 ble court be pleased to decree the payment of libellant's aforesaid claim, with interest and costs, and that the said steamboat, her boats, tackle, apparel, machinery, and furniture, may be condemned and sold to pay the same; and libellants pray for all general and equitable relief that the nature of their claim may require and this court is competent to give.

(Signed) M. M. COHEN, *Proctor.*

Armand Pitot, being sworn, says that he is the agent or att'y in fact of The New Albany Insurance Company, the libellants above named; that said libellants are absent from the district, being, as deponent believes, in the State of Indiana; that the above libel is true, according to his knowledge and belief.

(Signed) ARMAND PITOT.

Sworn and subscribed before me September 29th, 1873.

(Signed) K. LOEW, *U. S. C.*

Note.—Filed with intervening libel of the New Albany Insurance Company, September 29th, 1873.

43 [10 cent int. rev. stamp.]

$180.] CINCINNATI, O., *July 26th*, 1872.

Five months after date we promise to pay to the order of Geo. S. Kulwer one hundred and eighty dollars, at New Orleans, value received, being for premiums of insurance on policy No. 606, in the New Albany Insurance Company, for account of steamer John T. Moore and owners

And in case this note be not paid at maturity the full premium shall be considered as earned, and the said policy becomes void, while the note remains overdue and unpaid.

No. ; due, .

(Signed) W. T. BOARDMAN.

(Endorsed:) Signed Geo. S. Kulwer.

Copy of policy of insurance filed with intervening libel of the New Albany Insurance Company.—Filed Sept. 29, 1873.

Steamboat. No. 606. Proposition.

(Copy.)

The New Albany Insurance Company, of New Albany, Indiana, by these presents do cause to be insured, lost or not lost, Capt. Wm.
44 T. Boardman, for ⅗ present owners, in the sum of three thousand dollars, for the term of one year, on the steamboat John T. Moore, to navigate the Mississippi River and tributaries, but this insurance is against fire only, and loss, if any, is payable to Mess. John T. Moore & Co., of New Orleans.

Sum insured, $3,000.

The agreed valuation of said boat and appurtenances is $75,000.00 *dollars.* Beginning the adventure upon the said steamboat at 12 o'clock at noon on the 23d day of January, eighteen hundred and 72, and to continue and endure until noon on the 23d day of January, eighteen hundred and 73.

And it shall be lawful for the said steamboat during the continuance of this policy to proceed to touch and stay at any place on said waters, if thereunto obliged by stress of weather, or unavoidable accidents; or if the same be necessary for the transaction of any lawful business connected with the voyage, without prejudice to this insurance.

Valued at $75,000.

Touching the perils which the said insurance company are content to bear and take upon themselves in the premises, they are of
45 fire only which shall come to the damage of said steamboat, according to the true intent and meaning of this policy, as herein expressed.

And in case of loss or misfortune as aforesaid, it shall be the duty of the assured, his agents or assigns, to use every reasonable effort for the safeguard and recovery of said steamboat, and every part thereof, and, if recovered, to cause the same to be forthwith repaired, if practicable, and in case of neglect or refusal on the part of the assured, and his agents or assigns, to adopt prompt and efficient measures for the safeguard and recovery thereof; then said insurers are hereby authorized and shall have the election to interpose and recover said steamboat and cause the same to be repaired for account of the assured, to the charges of which the said insurancy company will contribute in proportion as the sum herein insured bears to the agreed value in this policy, subject to all the provisions herein recited, or to consider such neglect or refusal as an abandonment, and be entitled to recover said steamboat or any part thereof, at their own expense and for their own use
46 and benefit, and in no case whatever shall the assured have the right to abandon, when the damage does not exceed fifty per cent. of the agreed value, until it shall be ascertained that the recovery and repairs of said steamboat are impracticable, nor sell the wreck, or

any part thereof, without the consent of this company. And in the adjustment of all claims for repairs to said steamboat or for replacing apparel or furniture, the assured shall deduct from the cost of such repairs and replacing such apparel or furniture the equitable difference in value between new and old materials; and such claims for expenses of repairs shall be accompanied by the oath or affirmation of the master that such expenses were actually incurred and made necessary by the accident which may have happened to said steamboat. Provided that the insurers shall not be liable for the expense of dockage or hauling out for repairs, nor for any loss (except in cases of general average), unless the necessary repairs required solely by the disaster shall
47 amount to 5 per cent. on the agreed value in this policy, nor from any damage or loss arising from or caused by said steamboat being unduly or improperly laden, nor for any damage or loss arising from the bursting of boilers, collapsing of flues, or breaking of engines, nor for any of the consequences resulting therefrom, nor for damage or loss arising from the explosion of gunpowder, nor for any expenses arising from the grounding or stranding, unless caused by stress of weather, in which case the recovery and repairs, if necessary, shall be delayed until a rise of water shall float, or render the launching of said boat practicable, nor for any claim for provisions furnished to the officers and crew, nor for their wages while the said steamboat is detained by any disaster, or during subsequent repairs, but only for necessary extra services rendered in protecting and recovering said steamboat.

And all claims for general average shall be accompanied by the oath or affirmation of the master, setting forth that the monies so
48 claimed shall have been actually expended or are due for the preservation of said boat and cargo.

Premium, $180. And it is agreed and warranted by the assured that the said steamboatshall be kept in a sound and seaworthy condition (unavoidable accidents happening upon a voyage alone excepted), and that it shall be kept well and sufficiently found in every particular, suitable for the navigation proposed, and competently provided with master, officers, and crew, and that this policy shall be null and void if said steamboat shall be unseaworthy, or condemned as unseaworthy by any steamboat inspector, and notice thereof is given to the assured, or their agents, except while proceeding to the nearest port for repairs, and during the time of repairs. Provided, that the expenses incurred for other repairs than those rendered necessary by the disaster shall be paid by the assured, and in case of loss the amount to be paid by this insurance company shall be such proportion thereof as the sum herein insured bears to the agreed value in this policy; which
49 amount shall be paid in sixty days after proof of loss and of interest, deducting the amount of the premium note, if unpaid, and all other notes, accounts, and demands of the company against the said insured; and it is further agreed, that said insurance company shall not be liable for any amount of losses during the continuance of this policy which in the aggregate shall exceed the sum insured.

☞ It is also agreed, that this policy shall not be binding until the premium is paid or arranged to the satisfaction of this company, and that if any note or bill given to this company for the premium, or any part of the premium on this policy, should not be paid at maturity, or within twenty days thereafter, then this policy shall be void during the whole time that a delinquency in prompt payment exists or continues.

And it is further agreed that this company reserves the right to terminate this insurance at any time by giving notice to that effect to the

assured, or their agent, in which case the company will refund a
50 ratable proportion of the premium, and in all other cases of return premium, one-half of one per cent. upon the sum insured shall be retained by the assurers.

And it is also agreed that this policy shall become void during any time said steamboat shall carry American hemp on deck, or if any other insurance be made upon the said steamboat, which, together with this insurance, shall exceed $50,000 *dollars*, or upon any assignment of this policy, or the sale or charter of said boat, or any part thereof, unless the consent of this company be endorsed hereon, and the premium note to be paid or satisfactorily secured. But in no case whatever shall there be any return of premium when this policy becomes void by the violation of any of its provisions.

It is further agreed that if any damage is sustained by the steamboat hereby insured, in such manner that any other person or parties are supposed to be liable therefore, and the assured shall attempt to hold them responsible, either by a suit at law or by compromise,
51 then the interest covered by this policy shall be included in the suit or compromise, and shall be entitled to a ratable proportion of the amount that may be thus recovered, which sum shall be in payment or part payment of the claim against this company for and on account of the damage aforesaid.

And it is finally agreed that all claims under this policy are barred unless prosecuted within one year from the date of loss.

☞ And the insurance company aforesaid do hereby bind the capital stock and other common property of said insurance company to the assured, his heirs, executors, administrators, and assigns, for the true performance of the premises, having received the consideration for this insurance at the rate of six per cent. on the sum insured.

In witness whereof the president and directors of the New Albany Insurance Company have caused these presents to be signed by their president and attested by their secretary, in the city of New Albany, in the State of Indiana, this 18th day of January, A. D. 1872.

(Signed) J. B. WINSTANDLY,
President.

52 Attest:
(Signed) T. DANFORTH,
Secretary.

Copy of the charter of the New Albany Insurance Comp'y, filed with the intervening libel of said company.—Filed September 29th, 1873.

The charter of the New Albany Insurance Company (approved Feb'y 2d, 1832).

An act to incorporate the New Albany Insurance Company.

SEC. 1. Be it enacted by the general assembly of the State of Indiana, That there shall be, and hereby is, established in the town of New Albany an insurance company with a capital stock of two hundred thousand dollars, to be divided into shares of fifty dollars each, and subscribed and paid for by individuals, companies, or corporations, in manner hereinafter specified; which stockholders and subscribers, and their successors, shall be, and hereby are, created a body politic and corporate, with perpetual succession, by the name and style of "The New
53 Albany Insurance Company," for the period of seventy-five years

from and after the passage of this law, and by that name shall be competent to contract and be contracted with, to sue and be sued, plead and be impleaded, answer and be answered unto, defend and be defended in all courts and places, and in all matters whatsoever, with full power and authority to acquire, hold, possess, use, occupy, and enjoy, and the same to sell, convey, and dispose of, all such real estate as shall be necessary and convenient for the transaction of its business, or which may be conveyed to said company for the security, or in payment of any debt which may become due and owing to the same, or in satisfaction of any judgment of any court of law, or any order or decree of any court of equity in their favor; and may have and use a common seal, and the same alter, change, break, or renew at pleasure, and may also make, ordain, establish, and put in execution such by-laws, ordinances, rules, and regulations as shall be necessary and proper for the good government of said company and the prudent and efficient management of its affairs: Provided, That no by-laws, ordinances, rules, or regulations of said company shall in any wise be contrary to the constitution and laws of this State or of the United States: And provided also, That said company shall not own or hold at any one time, by legal title, a greater amount of real estate than shall be of the value of two hundred thousand dollars.

SEC. 2. That said corporation shall have full power and lawful authority to insure all kinds of property against loss or damage by fire, or any other cause or risk, to make all kind of insurance against loss or damage on good', merchandise, and produce in the course of transportation or otherwise, whether on the land or on the water, and any vessels or boats, wherever they may be; to make all kinds of insurance upon life or lives, to lend money on bottomery or respondentia, to cause themselves to be insured against any risk or loss they may have incurred in the course of their business, and against any maritime or other risk upon the interest they may have in any vessel, boat, goods, merchandise, or other property by means of any loan or loans which they may make on mortgage, bottomry, and respondentia, and generally to do and perform all other necessary matters and things connected with and proper to promote those objects.

SEC. 3. That it shall be lawful for said company to invest any part of their capital stock, monies, funds, or other property, stocks or funded debts, created or to be created, by or under any law of the United States, or of this or any other particular State, or in the stock of any chartered bank of this State or of the United States, or any branch thereof, and the same to sell and transfer at pleasure, and again to invest the same or any part thereof in such stocks or funds whenever and as often as the exigencies of said corporation or a due regard to the safety of its funds may require, or they may loan the same or any part thereof to individuals or corporations, on real or personal security, for such periods of time and under such restrictions and limitations and upon such terms as the directors thereof for the time being shall deem prudent and best for the interest of said company. That the office of the New Albany Insurance Company be and is hereby authorized to deal in exchange and the discount of promissory notes, and to receive cash and the bank bills of any incorporated bank on deposit, for such time and on such interest as may be agreed on, and to discount or loan the same upon such terms and upon such rate of interest as may be agreed upon between said company and the person or persons, company or corporation discounting or borrowing the same. Provided, however, That all deposits made in said office shall be refunded and

paid by said corporation, on demand, in specie or its equivalent, except where special deposits are made, which shall be refunded
57 and paid as agreed upon. And provided, also, That it shall not be lawful for said corporation to issue or emit any bills payable to order or bearer, as a circulating medium of trade or exchange, nor in any manner engage in the business or operation of banking, otherwise than in the purchase and sale of bank stock, as aforesaid.

SEC. 4. That in all cases where said company shall refuse to pay deposits made in said office on demand, the amount of the same shall be recovered by motion or suit in any court of competent jurisdiction, ten days' previous notice of said motion, if before the circuit court, and three days' notice if before a justice of the peace, having been given; and upon judgments rendered therein, and upon all other judgments against said corporations for deposits, shall be allowed ten per cent. damages, and interest after the rate of six per centum per annum from the date of such legal demand, and upon which judgment there shall be no stay of execution.

58 SEC. 5. That it shall be sufficient service of process on the corporation hereby created to execute the writ or notice on the president or secretary and a majority of the directors for the time being, and such service shall authorize judgement on proceedings by default against the corporation, in the same manner that judgment or proceedings are taken by default against individual persons, on the execution of process.

SEC. 6. That the real and personal estate, business, property, funds, and prudential concerns of said corporation, and the administration of its affairs, shall be under the management, direction, and control of a board of nine directors, who shall be stockholders, and citizens of the State of Indiana, and after the first election they shall be elected by the stockholders, on the second Monday in October, annually, at such time of day and at such place in the town of New Albany as said directors for the time being shall direct. They shall hold their offices
59 for the term of one year, and until their successors shall be chosen; and notice of such election shall be advertised and published for three weeks next preceding the same in a newspaper printed in said town, and such election shall be by ballot, and a plurality of votes received and counted in public by and under inspection of three stockholders, not directors at the time, to be previously appointed by the board of directors for that purpose, and at every such election, and all other meetings of the stockholders held under the provisions of this act, each shall be entitled to one vote for each share: Provided, That no stockholder shall be entitled at any time to more than twenty-five votes, and any stockholders not personally attending such election or other regular meeting of the stockholders, and having a right to vote, may vote by proxy, such proxy being granted to a stockholder present at such election or meeting; and in case it should so happen that an
60 election of directors should not be made on any days when by this act it ought to have been made, it shall and may be lawful for said company to make an election for directors on any other day, in such manner as may be provided for by the by-laws and ordinances of said corporation.

SEC. 7. That the directors duly chosen under the provisions of this act shall, as soon as may be after the first and every annual election, elect from their own body a president, who shall preside in the board until the next annual election, and in case of his death, or resignation, or absence, the board shall appoint a president pro tempore; they shall

fill all the vacancies which may occur in their own body during the time for which they were elected, and shall appoint a secretary and all subordinate officers, clerks, agents, and servants of said corporation, fix their compensation, define their powers, and prescribe their duties, who shall hold their several offices during the pleasure of the board, under such regulations, restrictions, and limitations not inconsistent
61 with the provisions of this act and the by-laws, rules, and ordinances of said company as the directors for the time being shall prescribe; they shall make such by-laws, rules, and regulations for their own government and for the management and disposition of the stocks, property, estate, funds, and business of said company, and all matters referring thereto, as shall be needful and proper not contrary to the provisions of this act, and the by-laws, rules, ordinances, and regulations adopted at any regular meeting or meetings of the stockholders; they shall hold stated meetings, agreeably to their own regulations, and at such times as the president thereof for the time being shall order and direct, and a majority of the whole number shall constitute a quorum, and be competent to the transaction of business within the scope of their powers and connected with their duty; and all questions before the board shall be decided viva voce by a majority of the directors present, any two of whom may require the yeas and nays to be taken on
62 any proposition submitted and entered in the journal of their proceedings; and no vote shall be reconsidered by a less number than were present and voting when the original vote was taken. They shall, in the first week in January and July, annually, make and declare such dividends of the profits resulting from their business as shall not impair or in any wise lessen the capital stock of the same, to be paid to the several stockholders: Provided, that no such dividend shall be paid on any stock that has not been fully paid for, but shall be passed to the credit of such stock as part payment thereof.

SEC. 8. That all policies of insurance which may be made or entered into by said corporation shall be subscribed by the president or president pro tempore, or by such other officer as shall be designated for that purpose by its by-laws, and attested by the secretary; and being so signed and attested shall be binding and obligatory on the said corporation without the seal thereof, according to the true intent and meaning thereof; and all such policies or contracts may be entered into
63 and so signed and attested, and the business of the corporation may be carried on without the presence of the board of directors by the president and secretary, subject, nevertheless, to the by-laws, rules, ordinances, and regulations established by the board of directors. It shall be the duty of the secretary at every annual election, or other general meeting of the stockholders, to lay before them a correct and particular statement of the condition and affairs of said company.

SEC. 9. That the stock of said company shall be assignable and transferable on the books of the same or otherwise, according to such rules and by-laws, and subject to such restrictions and limitations as may be established by the directors, and all such stock shall be held and considered as personal property.

SEC. 10. That any number of stockholders who shall at the time be the owners of one-tenth part of the stock sold shall have power to call a general meeting of the stockholders by giving two weeks' notice
64 in some newspaper printed in said town of the time and place of such meeting, and the stockholders present in person or by proxy, at any such meeting, shall decide all questions proposed for consideration by a plurality of votes, and may make and prescribe such by-laws,

ordinances, rules, and regulations as to them shall appear needful and proper, in relation to the management of the affairs of the company, or for the government and direction of the officers thereof.

SEC. 11. That books for the subscription to the capital stock of said company shall be opened in the town of New Albany by and under the direction of James R. Shields, Matthew Robinson, Charles Woodruff, Asahel Clapp, Harvey Scribner, Elias Ayers, and Robert Downey, who are hereby appointed commissioners for that purpose, whose duty it shall be, or any three of them, to give notice of the time and place of opening books for subscription in a newspaper printed in said town; and it shall be lawful for any individual, company, or body cor-
65 porate to subscribe for any number of shares, and such individual, company, or body corporate shall at the time of subscribing pay to the said commissioners one dollar on each share so subscribed, and it shall be the duty of said commissioners, as soon as four hundred shares are subscribed, to give two weeks' notice in some newspaper printed in said town of the time and place for the stockholders to meet and elect the first board of nine directors, which election shall in all respects be governed by the provisions of this act for the election of directors, and the board of directors thus elected shall constitute the first board, and shall continue in office until the next annual election.

SEC. 12. That as soon as the board of directors are elected as aforesaid it shall be the duty of the commissioners to pay over to the said board of directors all monies that may be in their hands belonging to said company, and deliver over to them all books and papers belonging to the same; and it shall be the duty of the directors before they
66 proceed to make any policies of insurance to demand and receive of each stockholder the full amount of the stock by them respectively subscribed, which payment shall be made either in cash or secured to be made by giving real or personal security to the satisfaction of the directors, and if any stockholder shall fail to make such payment, or give such security as aforesaid, within thirty days after the election for directors, such stockholders shall forfeit to the company the amount paid on such stock at the time of subscribing: Provided, That the said corporation shall not commence business or grant any policies of insurance until four hundred shares are subscribed and paid for, or secured to be paid for as aforesaid, it being one-tenth of the capital stock; all the remaining balance of the stock shall be offered for sale, and on such terms as the directors for the time being may from time to time direct.

67 SEC. 13. That when said corporation shall have commenced business, as aforesaid, and shall grant any policy or policies of insurance on any kind of property, real or personal, against loss or damage by fire or any other cause, or risk on any goods, merchandise, or produce, whether on the land or on the water, on any vessel or boats whatever, and whereever they may be, on life or lives, or shall lend any money on bottomry and respondentia, or shall become the underwriter of any foreign or domestic bill of exchange, bond, note, or obligation, it shall be lawful to charge such rate of premium or interest as may be agreed upon by the parties.

SEC. 14. That whenever any property, real or personal, on which a policy may have been effected shall be sold during the existence of the policy, it shall be lawful for the vendor or vendors to assign such policy to the vendee or vendees of such property, and such assignee or assignees shall have the full benefit thereof: Provided, That before
68 any loss happens notice shall be given said company of said as-

signment: And provided, That said company, when so notified, shall be at liberty to return a rateable proportion of the premium, and thereupon be exonerated.

SEC. 15. That whenever said corporation shall be notified of any loss sustained or incurred on any policy of insurance granted or issued by the same it shall be the duty of said corporation to pay the amount so lost or incurred on such policy within sixty days after being so notified: Provided, There shall have been no violation of the condition of the policy on the part of the insured. And on all judgments obtained by said corporation there shall be no stay of execution, except on judgments for money loaned and on discounted promissory notes, upon which said judgments for money loaned and discounted notes there shall be allowed the same stay of execution as is now or may hereafter be allowed by law in other cases. The stockholders may at any regular meeting
69 either increase or decrease the number of directors: Provided, That there never shall be more than thirteen nor less than five.

SEC. 16. This act shall be in force from and after its passage and publication in the New Albany Gazette, and shall be deemed and taken to be a public act and shall be construed favorably for every beneficial purpose.

Intervening libel of Wakeman and Spearing.—Filed October 1, 1873.

United States district court, district of Louisiana. In admiralty.

AMANDA M. F. SIMONDS
v.
STEAMBOAT JOHN F. MOORE. } No. 10280.

To the honorable E. H. Durell, judge of the United States district court for the district of Louisiana, in admiralty sitting.

The intervening libel of the commercial firm of Wakeman and
70 Spearing, located and doing business in New Orleans, and within the aforesaid district, and composed of L. B. Wakeman and John F. Spearing, residents of said city, intervening in the above-entitled suit for their interest against said steamboat John T. Moore, her tackle, apparel, furniture, machinery, and boats, now in custody of the marshal of said district by virtue of an admiralty warrant issued in said suit and against all persons intervening and claiming an interest in or to said vessel in a cause of contract civil or maritime; and thereupon these intervening libellants articulate, allege, and propound as follows:

1st. That said steamboat John T. Moore is a vessel of more than four hundred tons burden, and is enrolled and licensed for the coasting trade, and is now, or was lately, commanded by William T. Boardman, the master thereof, and was, more or less, during the years 1872 and 1873, engaged in commerce and navigation (in carrying freight and
71 passengers for hire) between the ports of New Orleans and the various ports and places on the Mississippi and Red Rivers navigable (by vessels of fifty tons burden or more) from the sea and within the admiralty and maritime jurisdiction of this honorable court.

2d. That said steamboat John T. Moore, being in the port of New Orleans aforesaid, at various dates within and during said years 1872 and 1873, and designed on her aforesaid voyages, and being in need of supplies, furniture, and necessaries without which she could not have pursued and accomplished in safety her aforesaid voyages, the master of

said steamboat requested libellants then as now carrying on business as said makers under their aforesaid names and style of Wakeman and Spearing to furnish said necessaries, furniture, and supplies to said steamboat, with which request libellant complied, and did, on the fourth day of April, 1873, furnish and supply to said vessel as requested and
72 as hereinbefore stated, amounting in aggregate to three hundred and thirty-five dollars ($335.00), subject to credits say to fifty-five dollars ($55.00), leaving a balance due and owing to these libellants of of two hundred and eighty dollars ($280.00) as will fully appear by Exhibit hereto annexed and marked A, and made part of this libel. That for the payment of this balance these libellants have an admiralty and a State and local lien on said steamboat John T. Moore.

3d. That said necessaries, furniture, and supplies were necessary to said vessel while engaged in her aforesaid voyages, and without them she could not have performed said voyages in safety. That the prices charged for them were reasonable and proper and the time, and were such as were then generally charged for such articles, and so admitted and acknowledged by the master of said vessel, and the same supplied and furnished on the credit of said vessel.

4. That all and singular the premises are true and correct and
73 within the admiralty and maritime jurisdiction of this honorable court.

Wherefore libellants pray that they be allowed to intervene in the aforesaid suit and to prosecute their claim herein as before set forth, and that process in due form of law and according to the course of this honorable court in cases of admiralty jurisdiction may issue against the said steamboat John T. Moore, her tackle, apparel, furniture, machinery, and boats, and that all persons claiming any interest thereon may be cited and admonished to appear and answer the matters hereinabove set forth, and after due proceedings had that this honorable court will be pleased to decree the payment of libellants' aforesaid claim with interest and cost, and that the lien of these libellants be recognized and enforced and said steamboat John T. Moore, her tackle, apparel, furniture, machinery, and boats be condemned and sold to pay the
74 same; and libellants pray for all further general and equitable relief.

(Signed) J. S. WHITAKER,
Proctor.

(Signed) JOHN F. SPEARING.

Sworn to and subscribed before me this 1st October, 1873.

(Signed) J. A. CHARBONNET,
Dy Clerk.

Exhibit A, annexed to and made part of the intervening libel of Wakeman and Spearing.

NEW ORLEANS, *April 4th*, 1873.

Steamboat John T. Moore and owners, to Wakeman & Spearing, sail-makers, Dr.

To	10 side curtains, $18	$180 00
"	5 tarpaulins, $31	155 00
		$335 00

CR.

May	24.	By	cash	$30 00	
July	6.	"	"	20 00	
"	16.	"	"	5 00	
					55 00
					$280 00

Intervention of John Letherbury.—Filed October 9th, 1873.

75 District court of the United States for the district of Louisiana.

AMANDA M. F. SIMONDS, ADM'X. OF SUCCESSION of John S. Simonds, dec'd,
vs.
STEAMBOAT JOHN T. MOORE.

John Letterbury, who resides in the city of Cincinnati, Ohio, exhibits this his libel of intervention in the above-entitled cause against the steamer John T. Moore, her tackle, apparel, furniture, engines, and machinery, of which steamer W. T. Boardman was lately master, and against all persons lawfully intervening for their interest therein, in a cause of contract, civil and maritime; and thereupon the said John Letherbury doth allege and articulately propound as follows, viz:

1st. That the said steamer John T. Moore, now lying in the port of New Orleans in the hands of the marshal of the United States for
76 the district of Louisiana, under seizure under process issued in the above entitled cause of Amanda M. F. Simonds, adm'x, etc., vs. The Steamer John T. Moore, was built in the State of Ohio, some time prior to the 22d day of March, 1873, and that in order to its construction one C. J. Boardman applied to this intervenor to do certain work and furnish certain materials in the construction of said steamer, whereupon a contract was entered into in writing between said Boardman and this intervenor for the execution of said work, and furnishing the materials; that this intervenor performed the said work and furnished the said materials and did extra work and furnished extra materials, and upon a settlement between intervenor and the master and principal part owner, it was found a balance was due this intervenor for said work and materials of five hundred and forty-eight $\frac{51}{100}$ dollars, as will more fully appear by reference to the account hereto annexed for greater certainty.

2. Libellant further states that in liquidation of said balance
77 the said W. T. Boardman accepted a bill of exchange drawn by this libellant upon him at New Orleans on the 22d of March, 1873, payable ninety days after date to the order of this libellant, which after due presentation was duly protested for non-payment; and that in extension of this acceptance the said Boardman gave libellant a promissory note for the like amount in the name of said steamer, her owners, and himself as captain, dated June 21st, 1873, and payable ninety days after date, which at maturity, after due presentment for and refusal of payment, was protested for non-payment, all of which will more fully appear by reference to the acceptance and note herewith filed, to be surrendered to the proper parties in payment of libellant's demand.

3d. That the steamer aforesaid was designed to be employed and has been employed since her construction in commerce and navigation between ports of different States of the Union, on the navigable

78 waters thereof, and within the admiralty and mari jurisdiction of the United States, and that she was built for cacount of persons residing out of the State of Ohio.

4. That in contracting to furnish said materials and to do said work and in the execution of his contract concerning the same the libellant relied upon, as he has always since reserved, his lien on the said vessel according to law.

5th. That the amount herein sued for is still due and unpaid, and that all and singular the premises are true.

Wherefore libellant prays that after due service of process there be judgment in his favor against the said steamer, her tackle, apparel and furniture, engines and machinery, for the amount of the demand aforesaid with interest and costs, and for all general and equitable relief.

(Signed) FINNEY & MILLER,
Proctors.

Exhibit A, annexed to, and made part of the intervention of Jno.
79 *Letherbury.—Filed Oct. 9th, 1873.*

CINCINNATI, *Sept. 13th*, 1873.

Steamer Jno. T. Moore & owners to Jno. Letherbury, Dr.

1871.		
Amount of contract		3,600 00
4 pc. pine 4 x 12=20 ft.,=320 ft., 4c		12 80
2 " " 4 x 16=30 " =320 " 4c		12 80
150 f't boards for templates		12 50
37 lbs. spikes, 10c		3 70
Labor making trussels, 5 days, $3.50		17 50
1 pc. oak 5 x 20=28 ft., 233 ft., 4		9 32
Labor on capstan bed		5 50
1 pc. oak for sterm head, 76 ft., 4		3 04
Labor on same		6 00
160 ft., 3 x 4, poplar, 3		4 80
207 ft. pine for flagstaffs, 4		8 28
384 " " " spars, 4		15 36
Making spars, 203 ft., run. meas., 15		30 45
1 pair skids		35 00
250 shingles		2 00
1 pc. oak 4 x 12, 20 ft.,=160 ft.,4		6 40
150 p'c's oak for guards, 25		37 50
80 wheel arms, 2,200 ft., 4		88 00
29 bucket plank, 1,479 ft., 4		59 16
100 circles, 35		35 00
100 " braces, 75		75 00
100 keys, 10		10 00
100 battans for wheel, 229 ft., 4		9 16
1 extra stage		35 00
53 ft. oak, 4		2 12
80 Putting on fan tails		25 00
2912 ft. oak 2½ x 3, for dunnage		87 36
200 washers		2 00
H. Wells for blacksmith work		8 00
Labor, putting lumber on board		40 90
Cash paid Wm. Christian		888 00

Extra digging for ways	50 00	
Hauling & storing away scrap-iron	5 00	
James White's bill, blacksmith	46 88	
Discount on $2,000.00 draft	15 00	
Discount on $1,000.00 draft	14 83	
	5,319 36	

CR.

By timber not used, pine		25 00
" cash paid Jas. Harris		2 00
Amount carried over		27 00
Amount bro't over	5,319 36	27 00
By cash		4,000 00
	$4,027 00	$4,027 00
	1,292 36	
Deduct overcharge	25 00	
	1,267 36	
By cash at different times by def't	718 85	
	548 51	
To interest and exchange, and protest on several different drafts	20 00	
Balance due	$668 51	

Intervening libel of John Bailey, adm'r.—Filed Oct'b'r 17, 1873.

81 AMANDA M. F. SIMONDS, ADMINISTRATRIX,
vs.
STEAMER JOHN T. MOORE.

To the honorable E. H. Durell, judge of the United States district court for the district of Louisiana.

The libel of intervention of John Bailey, administrator of the estate of John A. Bailey, deceased, duly appointed and qualified, and residing in Cincinnati, Ohio, against the steamboat John T. Moore, whereof Wm. T. Boardman is now or late was master, her tackle, apparel, machinery, and furniture, now under seizure by virtue of admirality process issued from this honorable court in the above cause, and against all persons claiming any interest in said vessel in a cause of contract, civil and maritime, alleges as follows:

1st. That the steamboat John T. Moore, whereof W. T. Boardman is now or late was master, is a vessel of more than 800 tons burden,
82 enrolled and licensed to pursue the coasting trade, and was on various dates in the years 1871, 1872, and 1873 engaged in commerce and navigation on the Ohio, Mississippi, and Red Rivers, carrying freight and passengers for hire.

2d. That on the 9th of February, 1871, the said steamboat John T. Moore was laying in the port of Cincinnati, Ohio, designed on a voyage to New Orleans in the State of *Ohio*, and being in need of various articles of

furniture, &c., for the use of the said boat, and the master and owners of said vessel without funds or credit to procure the same, the master of said vessel applied to and requested the of Bailey and Cox to furnish the same on the credit of said boat as well as her owners.

3d. That in compliance with the request of the master of said vessel, the said Bailey & Cox sold and delivered in the month of February, 1871, to the said steamboat John T. Moore, at the port of Cincinnati, in the State of Ohio, various articles and descriptions of furniture,
83 &c., for the use of said steamer John T. Moore, their bill for which amounted to the sum of forty-three hundred and thirty-eight $\frac{96}{100}$ dollars ($4,338.96), on which they have received at various times various sums of money on account, amounting in all to the sum of twenty-five hundred and sixty-eight $\frac{10}{100}$ dollars, leaving the balance due on said bill of the sum of seventeen hundred and seventy $\frac{86}{100}$ dollars ($1,770.86), with 8 per cent. interest from the 16 of March, 1871, all of which will more fully appear by reference to the detail bill annexed and made part hereof.

4th. That the said furniture, &c., was furnished, sold, and delivered to the said steamboat John T. Moore on the credit of the said boat, as well as that of her said owners, and was suitable and necessary for the said boat to enable her to prosecute her aforesaid voyages; that the prices charged for the same are just and reasonable and the usual prices charged at the time, and that the master and owners of the said
84 boat have frequently promised to pay for the same, yet have failed and neglected, except to the amount of the credits hereinabove set forth, leaving the balance due on said bill the aforesaid sum of seventeen hundred and seventy $\frac{86}{100}$ dollars, with 8 per cent. interest from the 9th of February, 1873.

5th. That the firm of Bailey and Cox was composed of John A. Bailey and Edwin Cox, and was doing business in Cincinnati, Ohio, as manufacturers of furniture, and commercial copartners, and on the day of the said Edwin Cox died, and John A. Bailey, as surviving partner, became the owner of the said account against the said steamer John T. Moore for a valuable consideration, having acquired the same from the estate of the said Edwin Cox, and is now the sole owner of the unpaid balance due on said account, and that the said John A. Bailey departed this life on the 14th day of April, 1873. And your intervening libellant was duly appointed and qualified as adminis-
85 trator of his succession by the probate court of Hamilton County, State of Ohio, and as such is the legal representative of his estate.

6th. That all and singular the premises are true and within the admiralty and maritime jurisdiction of the United States and of this honorable court.

Wherefore libellant prays that this libel of intervention be filed, and that process in due form of law and according to the course of this honorable court in causes of admiralty and maritime jurisdiction issue against the said steamboat John T. Moore, her tackle, apparel, machinery, and furniture, and that all persons claiming any interest in said vessel, &c., may be cited and admonished to appear and answer the matters aforesaid, and after due proceedings had that this honorable court will be pleased te decree the payment of libellant's aforesaid claim with interest, and libellant prays for all general and equitable relief, and costs of court.

(Signed) BENTICK EAGAN,

86 *Proctor.*

Bentick Eagan, being sworn, says that he is the proctor of John , intervening libellant in the above cause; that said John Bailey is absent from the jurisdiction of the court, and from the best of affiant's knowledge and belief all the facts and allegations in the foregoing libel are true and correct.

(Signed) BENTICK EAGAN.

Sworn to and subscribed before me Oct. 17th, 1873.

K. LOEW, *U. S. C.*

Detailed bill annexed to and made a part of the intervening libel of John Bailey, adm'r.

CINCINNATI, *February* 9, 1871.

Steamer John T. Moore bought of Bailey & Co. manufacturers of steamboat furniture.

2 dozen steamboat cots, 96	192	
1 " w'd seat dinings	20	
112 sp'g bed bottoms	224	
4 o. w. bedsteads	80	
1 o. w. mar. top bureau	50	
87 4 " " " washstands	80	
34 oval l'g glasses 9 × 12, 2.50	85	
34 toilet shelves, 1.50	51	
2½ gross C. & H. hooks, 10	25	
6 oak extension tables, 30	180	
2 mar. top water stand	36	
2 oil & gilt moquette sofas 4 " " " arm-chairs 12 " " " parlor "	1,400	
1 sett loose covers	75	
5 doz. oil red morocco chairs, 1.60	800	
1 " " " hall "	175	
6 tray hooks	1	20
7 " blocks	1	40
7 trays	14	
7 " stands	14	
2 oak scroll leg card-tables, 10	20	
34 key sticks, 1 to 34, 25	8	50
2 " boards	3	
1 doz. large rattan chairs for guard	60	
1 oil & gilt centre table	60	
6 l'g glasses $8^2 \times 10^2$	6	
1 " " 10 × 17	2	50
7 brackets	3	50
3 doz. cane-seat stools	54	
1 large l'g glass 22 × 24 in B. S	18	
1 " " " " " texas	18	
2 " " " arch top w. gilt in bridal chamber	60	
1 pastry table	15	
1 kitchen "	12	
Amount carried forward	3,844	10
Amount brought forward	3,844	10

88	1 ironing table	5	
	63 life preservers (94.50)	94	50
1	doz. oak dining chairs	24	
1	moquette barber chair	40	
8	oak towel rollers	4	
1	l'g glass 10 × 17 & bracket	3	
1	cutting board	2	
1	table-leaf rack	8	
8	steam table leafs & bar	3	
1	revolving office chair	7	
1	oil office desk	25	
2	stern cushions	30	
1	fruit table	12	
1	oval rocker	7	
2	arm chairs	10	
1	work stand	15	
2	chairs	6	
2	hinged shelves	3	
1	long "	1	
1	pigeon-hole case	6	
1	8-ft. Osgood pat. extension table	20	
1	10 " " " "	25	
	Freight on tables	17	36
30	life preservers, 1.50	45	
19	lbs. gum	19	
	Putting on do	3	
4	large rattan chairs	20	
6	split-bottom "	6	
1	rocker, cane seat	7	
1	kitchen table	12	
1	breakfast do	7	
	1 poplar desk 3	3	
89	2 l'g glasses 10 × 17	5	
		$4,338	96

CONTRA.

1871.			
Feb'y	7. By cash	500	00
"	16. "	87	00
M'ch	9. "	500	00
"	16. Note	*1,628	48
Nov.	9. "	*1,628	48
		4,338	96

*On those two notes the steamer John T. Moore paid $1,481.10 when they were surrendered and two news ones given for $825.42 and $950.44, together with one of $28.90 for interest, which are hereto annexed and made part hereof, making amount now due on above account $1,799.76.

Three notes annexed to and made part of the foregoing.

$28.90.] CINCINNATI, *June* 21, 1873.

Pay to the order of myself twenty-eight $\frac{90}{100}$ dollars, value received, and charge the same to account of—

(Signed) JOHN BAILEY.

To Capt. W. T. BOARDMAN,
New Orleans, La.

(Endorsed:) John Bailey. Pay Pike Brothers & Co. or order. Costs paid by J. Bailey, $3.50.

90 $950.44.] NEW ORLEANS, *July 1st*, 1873.

Ninety days after date I promise to pay to the order of Bailey & Cox nine hundred and fifty .44 dollars at , value received, material furnished the steamer John T. Moore and owners.

No. ; due .

(Signed) W. T. BOARDMAN (erased),
Captain.

$825.42.] NEW ORLEANS, LA., *June 10th*, 1873.

Ninety days after date I promise to pay to the order of Messrs. Bailey & Cox, at the banking house of Pike Brothers & Co., in the city of New Orleans, the sum of eight hundred and twenty-five $\frac{42}{100}$ dollars, for value received, with interest at the rate of eight per cent. per annum from maturity until paid, for material furnished st'r John T. Moore and owners.

(Signed) W. T. BOARDMAN, *Captain.*

(Endorsed:) Bailey & Cox. (Signed) John Bailey.

Intervention of Swift's Steel and Iron Works.—Filed Oct. 18, 1873.

91 United States district court, district of Louisiana. In admiralty.

AMANDA M. F. SIMONDS, ADMINISTRATRIX,
vs.
STEAMBOAT JOHN T. MOORE. } No. 10280.

To the Hon. E. H. Durell, judge of the district of the United States for the district of Louisiana:

Alexander Swift, president of Swift's Iron and Steel Works, of Cincinnati, Ohio, a corporation duly organized and incorporated under the laws of that State, exhibits this his libel of intervention against the steamboat John T. Moore, whereof W. T. Boardman is, or lately was, master, now lying in the custody of the marshal of the district aforesaid, under arrest in virtue of a warrant issued out of this hon. court in the above suit, and against her boats, tackle, apparel, furniture, and against all persons lawfully intervening for their interest therein or claiming any interest in said vessel, in a cause of contract, civil
92 and maritime; and thereupon the said Alexander Swift, president, doth allege and articulately propound as follows, to wit:

1st. That the said steamboat John T. Moore is a vessel of more than 400 tons burthen, enrolled and licensed to pursue the coasting trade, and was during the years 1871, 1872, 1873 in the business of commerce and navigation between the port of New Orleans and various ports and places on the Mississippi and Red Rivers, carrying freight and passen-

gers principally between New Orleans and Shreveport and various intermediate ports.

2d. That libellant is holder and owner of three promissory notes, secured by mortgage, all bearing date of 27th January, 1871, and by which C. F. Boardman, by W. T. Boardman, his attorney, promises to pay to libellant's order at the Citizens' Bank, New Orleans, respectively (at four months): At four months from date, the sum of 6,931.76; at eleven months from date, the sum of 7,323.57; at fifteen months
93 from date, the sum of 7,647.65, making a total indebtedness of $21,902.98 (viz, twenty-one thousand nine hundred and two $\frac{98}{100}$ dollars). That no part of the principal of said three notes has been paid, but that two thousand and forty-five $\frac{24}{100}$ dollars of the interest has been received by libellant, leaving all the principal and a part of interest due, as appears by annexed statement marked A, and made part hereof.

3d. That in order to secure the punctual payment of said notes at maturity, the said C. J. Boardman, who resides in this city of New Orleans, by an indenture of even date therewith, viz, 27th January, 1871, mortgaged the said steamboat John T. Moore, her boats, tackle, furniture, and all things to the same belonging, making a full transfer and assignment thereof, with equity of redemtion to your libellant, it being distinctly understood and so expressed in the said indenture that the mortgage so granted should not impair your libellent's lien upon said boat, tackle, &c., arising from materials furnished and
94 labor done in the equipment of said boat, and which by the laws of Ohio and Louisiana carries a lien upon said vessel, and which amount so due to libellant (viz, $21,902.98, besides interest) is evidenced by said notes and mortgage, which were given as an additional security therefore. All of which more fully and distinctly appears from said indentures, marked B, and hereto annexed for reference as part hereof.

4th. Libellant further alleges that he is holder and owner of seven promissory notes, amounting in the aggregate to thirteen hundred and eighty-five $\frac{45}{100}$ dollars, besides interest ($1,385.45), which said amount he paid, on or about the 13th day of August, 1873, for account of insurance of the said steamboat John T. Moore, to the following insurance companies, respectively, viz: Amazon Ins. Co, of Cin., O; Franklin, Ins. Co., Wheeling, Va.; Farmers, Merchants, and Manufacturers' Ins. Co., of Hamilton, O.; Commercial Ins. Co., of Cin., O.; Nat.
95 Ins. Co., of Cin., O.; American Ins. Co. and Farmers' Ins. Co., both of Cin. O. That said insurance was effected and paid for by libellant at the request and solicitation of W. T. Boardman, master of said John T. Moore, and was proper and needed, according to maritime usage & custom. Said notes are herewith filed for reference and made part hereof.

5th. That all of said notes remain due and unpaid to your libellant

6th. That all and singular the premises are true.

Wherefore, the libellant prays that this his libel of intervention be filed, that process of monition may issue to the marshal aforesaid, commanding him to cite & admonish all persons having or pretending to have any right, title, or interest in the said steamboat John T. Moore, her boats, tackle, apparel, or furniture, to appear before this honorable court on the day of , then & there to answer the libellant in the premises, according to the course of courts of admiralty and
96 the rules and prac. of this hon. court in civil cases of admiralty and maratime jurisdiction, and that due process of law issue against said steamboat John T. Moore, her boats, tackle, apparel, ma-

chinery, and that this honorable court will pronounce for libellants' aforesaid demand with interest and costs, and that the said steamboat, her boats, tackle, apparel, furniture, and machinery, be condemned and sold to pay the same.

And libellant prays for such other further relief and redress as to rights and justice appertains, and as the court is competent to give in the premises.

(Signed) BREAUX, FENNER & HALL,
Proctors for Libellants.

H. H. Hall, being duly sworn, says that he is the agent or attorney in fact of Swift's Iron & Steel Works, the libellant above named; that said libellant and the officers thereof are absent from this district, being, as deponent believes, in the State of Ohio, and that this libel is true to the best of his knowledge and belief.

(Signed) HENRY H. HALL.

97 Sworn and subscribed before me Oct'r 18, 1873.

(Signed) K. LOEW, *U. S. C.*

Exhibit A, annexed to and made part of the intervention of Swift's Steel and Iron Works.

March 8. Cash $500 00

The above, with items enumerated on statement attached, are the amounts received on ⅚ interest.

Interest account, st'r John T. Moore with Alex. Swift, Cincinnati.

Interest on 6,931.76, from May 27, '71, to Oct. 27, '72.. 981 92
Interest on 7,323.57, from Dec. 27, '71, to Oct. 27, '72.. 610 30
Interest on 7,647.65, from Ap'l 27, '72, to Oct. 27, '72.. 382 38
——— $1,974 60

CR.

June 10. Cash draft 273 76
July 1. " " 149 48
M'ch 8. " to Jan. 122 00
Nov. 13. " exchange..... ..... 1,000 00
——— $1,545 24

Balance due to Oct. 27, 1872..... 429 36

New Orleans, Nov. 12th, 1872.
E. & O. E.

(Signed) L. WALDEN.

98 *Exhibit B, annexed to and made part of intervention of Swift's Steel and Iron Works.*

Mortgage of steamboat John T. Moore to Swift's Iron and Steel Works and Denis Long.

This indenture, made this 27th day of January, in the year of our Lord one thousand eight hundred and seventy-one, between Charles J. Boardman, of New Orleans, State of Louisiana, of the first part, and the

Swift's Iron and Steel Works, of Cincinnati, Ohio, and Denis Long, of Louisville, Kentucky, parties of the second part, witnesses:

That the said Charles J. Boardman, in consideration of five dollars in hand paid to him by the parties of the second part, and for the further consideration hereinafter set forth, has granted, bargained, sold, assigned, set over, and transferred, and does hereby assign, set over, transfer and bargain, sell, and convey unto the said parties of the second part forever, the steamboat John T. Moore, together with all her
99 engines, tackle, apparel, furniture, and all other things to her belonging or appertaining, which said steamboat was built at Cincinnati, in the State of Ohio, in the year 1870–1871, as appears by certificate of enrollment* No. 120, dated and issued at the port of Cincinnati, aforesaid, and that said steamboat has one deck and no mast and that her leng*ht* is one hundred and seventy six $\frac{6}{10}$ feet; her breadth is 42 feet; her depth $7\frac{2}{10}$ feet; her height is feet, and that she measures seven hundred and twenty $\frac{04}{100}$ tons, which said steamboat was duly enrolled at the port of Cincinnati on the 6th day of February, in the year of our Lord one thousand eight hundred and seventy-one, and is a stern-wheel boat with plain head. To have and to hold the said boat and tackle, apparel, furniture, engines, &c., unto the parties of the second part and their assigns forever.

And the party of the first part covenant to and with the parties of the second part that he will, and that his heirs, executors, administra-
100 tors shall forever warrant and defend the title to said boat, &c., hereby conveyed unto the second parties, against the claims, liens or demands of any and all persons whomsoever.

But the condition of this conveyance is that whereas the said party of the first part is justly indebted to the said Swift Iron and Steel Works in the sum of twenty-one thousand nine hundred and two $\frac{98}{100}$ dollars, for materials furnished and labor done in the building and construction of said steamboat, and for which the said party of the first part has executed three promissory notes of this date payable to said Swift's Iron and Steel Works—one for six thousand nine hundred and thirty-one $\frac{76}{100}$ dollars, payable four months after date; one for seven thousand three hundred and twenty-three $\frac{17}{100}$ dollars, payable eleven months after date, and one for seven thousand six hundred and forty-seven $\frac{65}{100}$ dollars, payable fifteen months after date—and is also indebted to the said Denis Long in the sum of nine thousand two hundred and six $\frac{52}{100}$ dollars, for materials furnished and labor done in the build-
101 ing and equipment of said steamboat, and for which said party of the first part has executed his three promissory notes of this date, payable to said Long—one for two thousand nine hundred and twenty-six $\frac{57}{100}$ dollars, four months after date; one for three thousand and ninety-two $\frac{46}{100}$ dollars, eleven months after date, and one for three thousand one hundred and eighty-seven $\frac{49}{100}$ dollars, fifteen months after date:

Now, should the party of the first part pay or cause to be paid each of said notes as they respectively become due according to their tenor and effect, then this conveyance and sale shall be void, otherwise it shall be and remain in full force and virtue.

And it is further agreed that if the said party of the first part fails to pay any one of said notes at its maturity, then all the other notes above described shall be due and demandable, and the parties of the second part, or either of them, may and shall have the right to forclose this

*In pencil in the original.—PRINTER.

mortgage and sell the said boat, &c., for the whole debt then un-
102 paid, and may take possession of the said boat and sell the same for said debt.

This mortgage shall not impair the lien of the parties of the second part for the building of said boat, but is an additional security for the same.

In testimony whereof the party of the first part, by his attorney in fact, William T. Boardman, has hereunto set his hand and affixed his seal the day and date first above written.

(Signed) C. J. BOARDMAN, [SEAL.]
By W. T. BOARDMAN,
His Att'y.

Signed and acknowledged in the presence of us:
(Signed) ROBERT FERGUSON.
" W. R. THOMPSON.

[U. S. internal revenue stamps to the amount of thirty-one $\frac{50}{100}$ dollars affixed hereto and cancelled.]

(Endorsed:) Custom-house, Cincinnati, February 8, 1871. Received for record 10 o'clock a. m. Recorded in book 1, page 1.

103 *Exhibit B 2, annexed to the foregoing mortgage.*

Whereas I, C. J. Boardman, by my attorney in fact, W. T. Boardman, executed and delivered to Denis Long, of Louisville, Kentucky, and to Swift's Iron and Steel Works, of Cincinnati, Ohio, on or about the 26th day of January, 1871, a mortgage upon the steamer Jno. T. Moore to secure certain debts therein mentioned; and whereas some doubts are entertained as to the extent of the authority and power of the said W. T. Boardman as attorney in fact in the premises: Now, therefore, in consideration of the premises and of one dollar to me in hand paid, I, C. J. Boardman, having fully examined and approved the said mortgage, do hereby fully ratify and confirm the same, and all the acts of my said attorney in the premises.

Witness my hand and seal this 10th day of February, 1871.

(Signed) C. J. BOARDMAN.

Witness:
(Signed) JOHN B. DAVIES.
" R. H. WOOLFOLK.

104 *Three promissory notes annexed to and made part of the intervention of Swift's Steel & Iron Works.*

$6,931 $\frac{76}{100}$.] 27TH JANUARY, 1871.

Four months after date I promise to pay to the order of Swift's Iron and Steel Works six thousand nine hundred and thirty-one $\frac{76}{100}$ dollars without defalcation, value received, negotiable and payable at Citizens' Bank, New Orleans, La.

No. ; due, .

(Signed) C. J. BOARDMAN,
By W. T. BOARDMAN,
His Att'y.

(Across the face:) Secured by mortgage duly stamped.

(Endorsed:) Swift's Iron and Steel Works, Geo. E. Clyma, v. pres. Alex. Swift & Co.

Pay A. Luria, cashier, or order, for coll. a/c.
(Signed) HEWSON, WHITE & CO.,
Cincin.

$7,323\frac{57}{100}$] 27TH JANUARY, 1871.

Eleven months after date I promise to pay to the order of Swift's Iron and Steel Works seven thousand three hundred and twenty-three $\frac{57}{100}$ dollars without defalcation, value received, negotiable and payable at Citizens' Bank, New Orleans, La.

105 No. ; due, .

(Signed) E. J. BOARDMAN,
By W. T. BOARDMAN,
His Att'y.

(Across the face:) Secured by mortgage duly stamped.

(Indorsed:)
Pay to the order of A. L. Swift & Co.

A. L. SWIFT, *Pres.*

$7.647\frac{65}{100}$.] 27 JANUARY, 1871.

Fifteen months after date I promise to pay to the order of Swift's Iron and Steel Works seven thousand six hundred and forty-seven $\frac{65}{100}$ dollars without defalcation, value received, negotiable and payable at Citizens' Bank, New Orleans, La.

No. ; due, .

(Signed) C. J. BOARDMAN,
By W. T. BOARDMAN,
His Att'y.

(Across the face:) Secured by mortgage duly stamped.
(Indorsed:)
Pay to the order of A. L. Swift & Co.

A. L. SWIFT, *Pres.*

Seven notes and protests annexed to and made part of the intervention of Swift's Steel & Iron Works.

STATE OF LOUISIANA:

By this public instrument of protest, be it known that on this
106 thirteenth day of August, in the year one thousand eight hundred and seventy-three, at the request of the Louisiana National Bank of New Orleans, holder of the original note whereof a true copy is on the reverse hereof written, I, Edgar Grima, a notary public in and for the city of New Orleans and the parish of Orleans, State of Louisiana, duly commissioned and sworn, presented the said note to Mr. Derbes, a clerk of Messrs. Sinnott & Adams, at their office in this city, where the same is made payable, and demanded payment thereof, and was answered by the said clerk, none of the members of the said firm being then in, that no funds had been provided at the office of the said Sinnott & Adams to pay the said note.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, re-exchange, damage, cost,
107 charges, and interest suffered or to be suffered for want of payment of said note.

Thus done and protested in presence of Charles G. Andry and George Grima, both of this city, witnesses who have signed with me, the notary.

In testimony whereof I grant these presents under my signature and

the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

[SEAL.] (Signed) EDGAR GRIMA.
Notary Public.

(Signed) CHAS. G. ANDRY.
" GEO. GRIMA.

$180.00.] CINCINNATI, *Feb'y* 10, 1873.

Six months after date I promise to pay to the order of Swift's Iron and Steel Works, one hundred and eighty $\frac{00}{100}$ dollars, at office Sinnott & Adams, N. Orleans, value received.

W. T. BOARDMAN.

No. 1189.
(On the margin :) American.

(Endorsed :) Alex. Swift, pr.

Pay to the order of Evans & Co., for collection.
A. M. ROSS, *Sec'y.*

Pay A. Luria, cas., or order.
108 EVANS & CO.

I, the undersigned notary, do hereby certify that the parties to the note whereof a true copy is above written have been duly notified of the protest thereof by letters to them, by me written and addressed, dated on the day of said protest, and served on them respectively in the manner following, viz, by directing the notices for Alex. Swift, president ; A. M. Ross, secretary ; and Evans & Co., endorsers, to them respectively, at Cincinnati, Ohio, which said notices I deposited prepaid in the post-office in this city on the same day of said protest, in time to go by the first mail thereafter.

In faith whereof I have hereunto signed my name, together with Charles G. Andry and Geo. Grima, witnesses, at New Orleans, this thirteenth day of August, one thousand eight hundred and seventy-three.

[SEAL.] (Signed) EDGAR GRIMA,
Notary Public.

(Signed) CHAS. G. ANDRY.
" GEO. GRIMA.

109 STATE OF LOUISIANA :

By this public instrument of protest be it known that on this thirteenth day of August, in the year one thousand eight hundred and seventy-three, at the request of the Louisiana National Bank of New Orleans, holder of the original note, whereof a true copy is on the reverse hereof written, I, Edgar Grima, a notary public in and for the city of New Orleans, and the parish of Orleans, State of Louisiana, duly commissioned and sworn, presented the said note to Mr. Derbes, a clerk of Messrs. Simott & Adams, at their office in this city, where the same is made payable, and demanded payment thereof, and was answered by the said clerk, the members of the said firm not being then in, that no funds had been provided at the office of the said Sinnott & Adams to pay the said note.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest as well
110 against the drawer or maker of the said note as against all others

whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interest suffered or to be suffered for want of payment of the said note.

Thus done and protested in the presence of Charles G. Andry and George Grima, both of this city, witnesses, who have signed with me, the notary.

In testimony whereof I grant these presents under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

[SEAL.] (Signed) EDGAR GRIMA,
Notary Public.

(Signed) CHAS. G. ANDRY.
" GEO. GRIMA.

$150.] CINCINNATI, *Feb'y 10th*, 1873.

Six months after date I promise to pay to the order of Swift's Iron and Steel Works one hundred and fifty dollars, at office of Sinnott & Adams, New Orleans, value received.

No. 1012. W. T. BOARDMAN.

(On the margin:) Franklin. 50124.

111 (Endorsed:)
Alex. Swift, pres't; C. M. Coen, sec't'y.

Pay A. Luria, cas., or order, for collection for First National Bank of Wheeling, W. Va.

G. ADAMS, *Cashier.*

I, the undersigned notary, do hereby certify that the parties to the note, whereof a true copy is above written, have been duly notified of the protest thereof by letters to them, by me written and addressed, dated on the day of said protest, and served on them respectively in the manner following, viz: By directing the notice for Alex. Swift, president, endorser, to him at Cincinnati, Ohio; and by directing the notices for C. M. Coen, secretary, and G. Adams, cashier, endorsers, to them respectively at Wheeling, West Virginia. Which said notices I deposited prepaid in the post-office in this city on the same day of said protest, in time to go by the first mail thereafter.

In faith whereof I have hereunto signed my name, together with Charles G. Andry and George Grima, witnesses, at New Orleans,
112 this thirteenth day of August, one thousand eight hundred and seventy-three.

[SEAL.] (Signed) EDGAR GRIMA,
Notary Public.

(Signed) CHAS. G. ANDRY.
" GEO. GRIMA.

STATE OF LOUISIANA:

By this public instrument of protest be it know' that on this thirteenth day of August, in the year one thousand eight hundred and seventy-three, at the request of the Louisiana National Bank of New Orleans, holder of the original note, whereof a true copy is on the reverse hereof written, I, Edgar Grima, a notary public in and for the city of New Orleans, and the parish of Orleans, State of Louisiana, duly commissioned and sworn, presented said note to Mr. Derbes, a clerk of Messrs. Sinnott & Adams, at their office in this city, where the same is made payable,

and demanded payment thereof, and was answered by the said clerk, none of the members of the said firm being then in, that no funds
113 had been provided at the office of the said Sinnott & Adams to pay the said note.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these present do publicly and solemnly protest as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests suffered or to be suffered for want of payment of the said note.

Thus done and protested in the presence of Charles G. Andry and George Grima, both of this city, witnesses, who have signed with me, the notary.

In testimony whereof I grant these presents under my signature and the impress of my seal of *of* office at the city of New Orleans, on the day and year first above written.

[SEAL.] (Signed) EDGAR GRIMA,
Notary Public.

(Signed) CHAS. G. ANDRY.
" GEO. GRIMA.

114 $300\frac{00}{100}$.] CINCINNATI, O., *Feb'y 10th*, 1873.

Six months after date we promise to pay to the order of the Swift Iron and Steel Works three hundred dollars at office of Sinnott & Adams, N. Orleans, value received, being for premium of insurance on policy No. 2968, for account of steamboat John T. Moore and owners. And in case this note be not paid at maturity the full amount of premium shall be considered as earned, and the said policy becomes void while the note remains overdue and unpaid.

W. T. BOARDMAN.

(Endorsed:) Alex. Swift, pres. Com. Ins. Co., J. A. Townley, sec.

Pay A. Luria, cashier, or order, for collection, First National Bank, Cincinnati, O.

THEO. STANWOOD, *Cashier.*

I, the undersigned notary, do hereby certify that the parties to the note whereof a true copy is above written have been duly notified of the protest thereof by letters by me to them written and addressed, dated on the day of said protest, and served on them respectively
115 in the manner following, viz: By directing the notices for Alex. Swift, president; J. A. Townley, secretary; and Theo. Stanwood, cashier, endorsers, to them respectively, at Cincinnati, Ohio. Which said notices I deposited prepaid in the post-office in this city on the same day of said protest, in time to go by the first mail thereafter.

In faith whereof, I have hereunto signed my name together with Charles G. Andry and George Grima, witnesses, at New Orleans, this thirteenth day of August, one thousand eight hundred and seventy-three.

[SEAL.] (Signed) EDGAR GRIMA,
Notary Public.

(Signed) CHAS. G. ANDRY.
" GEO. GRIMA.

STATE OF LOUISIANA:

By this public instrument of protest, be it known that on this thir-

teenth day of August, in the year one thousand eight hundred and seventy-three, at the request of the Louisiana National Bank of
116 New Orleans, holder of the original note, whereof a true copy is on the reverse hereof written, I, Edgar Grima, a notary public in and for the city of New Orleans, and the parish of Orleans, State of Louisiana, duly commissioned and sworn, presented the said note to Mr. Derbes, a clerk of Messrs. Sinnott & Adams, at their office in this city, where the said note is made payable, and demanded payment thereof, and was answered by the said clerk, none of the members of the said firm being then in, that no funds had been provided at the office of the said Sinnott & Adams to pay the said note.

Whereupon I, the said notary, at the request, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, and interests suffered or to be suffered for want of payment of the said note.
117 Thus done and protested in the presence of Charles G. Andry and George Grima, both of this city, witnesses, who have signed with me, the notary.

In testimony whereof I grant these presents under *under* my signature and the impress of my seal of office, at the city of New Orleans, on the day and the year first above written.

[SEAL.] (Signed) EDGAR GRIMA,
Notary Public.

(Signed) CHAS. G. ANDRY.
" GEO. GRIMA.

$180.00] CINCINNATI, *Feb'y 10th*, 1873.

Six months after date I promise to pay to the order of Swift Iron and Steel Works one hundred and eighty $\frac{0}{100}$ dollars, at office Sinnott & Adams, N. Orleans. Value received.

(On the margin:) National.

W. T. BOARDMAN.

(Endorsed:) Alex. Swift, pres.; H. C. Urner, sec'y.

Pay A. Luria, cashier, or order, for collection, First National Bank, Cincinnati, O.

THEO. STANWOOD, *Cashier.*

118 I, the undersigned notary, do hereby certify that the parties to the note whereof a true copy is above written have been duly notified of the protest thereof by letters to them, by me written and addressed, dated on the day of said protest and served on them respectively in the manner following, viz: By directing the notices for Alex. Swift, president, H. C. Urner, secretary, and Theo. Stanwood, cashier, endorsers, to them respectively at Cincinnati, Ohio; which said notices I deposited prepaid in the post-office in this city, on the same day of said protest, in time to go by the first mail thereafter.

In faith whereof I have hereunto signed my name together with Charles G. Audry and George Grima, witnesses, at New Orleans, this thirteenth day of August, one thousand eight hundred and seventy-three.

[SEAL.] (Signed) EDGAR GRIMA,
Notary Public.

Signed) CHAS. G. AUDRY.
" GEO. GRIMA.

STATE OF LOUISIANA,
119 *City of New Orleans:*

By this public instrument of protest be it known that on this thirteenth day of August, in the year one thousand eight hundred and seventy-three, at the request of the Teutonia National Bank of New Orleans, holder of the original note, whereof a true copy is on the reverse hereof written I, James Fahey, a notary public, dwelling in the city of New Orleans, duly commissioned and sworn, by my deputy, Joseph W. Jones, presented said note at the office of Messrs. Sinnott and Adams, in this city, where the same is made payable to a competent clerk there employed, demanded of him payment thereof, and was by him answered that none of the members of said firm of Sinnot & Adams were then in, and that no funds had been provided there to pay said note.

Whereupon I, the said notary, at the request aforesaid, did pro-
120 test, and by these presents do publicly and solemnly protest as well against the drawee or maker of the said note as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges and interest, suffered or to be suffered for want of payment of the said note.

Thus done and protested in the presence of Theophilus M. Hyde and Joseph W. Jones, witnesses.

In testimony whereof I grant these presents under my signature and the impress of my seal of office at the city of New Orleans, on the day and year first above written.

[SEAL.] (Signed) JAMES FAHEY,
Notary Public.

$150.00] CINCINNATI, *Feb'y 10th*, 1873.

Six months after date I promise to pay to the order of Swift's Iron and Steel Works one hundred and fifty $\frac{00}{100}$ dollars, at office Sinnott & Adams, New Orleans, value received.

W. T. BOARDMAN.

(Endorsed:) Alex. Swift, pres't. M. Hollingshead, sec'y.

121 Pay to the order of J. M. Wagner, cas., for collection and remittance.

LARKIN, WRIGHT & CO.,
Cincinnati, O.

STATE OF LOUISIANA,
City of New Orleans:

By this public instrument of protest be it known that on this 13th day of August, in the year one thousand eight hundred and seventy-three, at the request of R. Jones, cashier, holder of the original note, whereof a true copy is on the reverse hereof written, I, George William Christy, a notary public in and for this city and parish of Orleans, State of Louisiana, aforesaid, duly commissioned and sworn by my deputy, Fred Adolph, presented said note to Mr. Adams, one of the members of the firm of Sinnott & Adams, at their office in this city, where the same is made payable, and demanded payment thereof, and was answered that said note would not be paid for want of funds of the drawer.

122 Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest

as well against the drawer or maker of the said note as against all others whom it doth or may concern for all exchange, re-exchange, damages, costs, charges, and interest, suffered or to be suffered for want of payment of the said note.

Thus done and protested in the presence of Fred Adolph and Max Dinkelspiel, legal witnesses, and stamped according to law.

In testimony whereof I hereunto set my hand, together with said witnesses, at the city of New Orleans, on the day and year first above written.

[SEAL.] (Signed) GEO. W. CHRISTY,
Notary Public.

(Signed) FRED ADOLPH,
MAX DINKLESPIEL.

A true copy of the original on file in my office, as witness my hand and notarial seal at New Orleans, this 13th day of August, A. D. 1873.

[SEAL.] (Signed) GEO. W. CHRISTY,
Notary Public.

123 ($240.00.) CINCINNATI, *Feb'y* 10, 1873.

Six months after date, I promise to pay to the order of Swift Iron and Steel Works two hundred and forty dollars, at office Sinnott & Adams, New Orleans, La., value received.

W. T. BOARDMAN.

(Endorsed:) A. L. Swift, pres.; D. N. Carmigon, treas.

Pay Richard Jones, cashier, for collection for account of Fourth National Bank, Cincinnati, O.

M. M. WHITE, *Cashier.*

UNITED STATES OF AMERICA,
State of Louisiana:

By this public instrument of protest, be it known that on this fourteenth day of August, in the year one thousand eight hundred and seventy-three, at the request of Numa Landry, esq., cashier of the People's Bank of this city, holder of the original note, whereof a true copy is on the reverse hereof written, I, Theodule Buisson, a notary public
124 in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented the said note to Mr. Adams, of the firm of Sinnott & Adams, at their office, No. 11 Commercial Alley, in this city, where the same is made payable, and demanded of him payment thereof; he answered no funds had been left there to pay said note.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these present' do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it may concern, for all exchange, re-exchange, damages, costs, charges, and interest, suffered or to be suff-red, for want of payment of the said note.

Thus done and protested, in the presence of George Guinalt and John L. Monnier, witnesses.

In testimony whereof I grant these presents under my signature, and the impress of my seal of office, at the city of New Orleans, on
125 the day and year first above written.

[SEAL.] (Original signed) TH. BUISSON,
Notary Public.

JOHN L. MONNIER.
GEO. GUINALT.

$150.00] CINCINNATI, *February* 11, 1873.

Six months after date I promise to pay to the order of Swift Iron and Steel Works one hundred and fifty $\frac{11}{100}$ dollars, at the office of Sinnot and Adams, New Orleans.

No. 2963; due Aug. 11.

(Signed) W. T. BOARDMAN.

(On the margin:) F. M. M. Ins. Co.

(Endorsed:) A. L. Swift, Pres' F. M. M. Ins. Co. (Signed) S. Davidson, pres.

Pay People's Bank & *Co.*, or order, for account of First National Bank of Hamilton, O.

(Signed) S. D. FELTON, *Cashier.*

A true copy from the original.

(Signed) TH. BUISSON,
Not. Pub.

Intervening libel of John Hennessey and Bro. and Nicholas Theodore. Filed October 21st, 1873.

AMANDA SIMONDS, ADMINISTRATRIX,
vs.
STEAMER JOHN T. MOORE.

126 To the honorable E. H. Durrell, judge of the United States district court for the district of Louisiana:

The libel of intervention of John Hennessey and Bros., a commercial firm composed of John Hennessey and James M. Henessey, residing and doing business in the city of New Orleans, and also of Nicholas Theodore, residing and doing business in the city of New Orleans, against the st'r John T. Moore, whereof Wm. T. Boardman is now or late was master, her tackle, apparel, machinery, and furniture, now laying in the port of New Orleans, and under seizure by virtue of admirality process issued from this honorable court in the above cause, and against all persons claiming any interest in said vessel, in a cause of contract civil and in maritime alleges, as follows:

1st. That the str. John T. Moore, whereof Wm. T. Boardman is now or late was master, is a vessel of more than 600 tons burden, en-
127 rolled and licensed to pursue the coasting trade, and was, in the years 1871, 1872, 1873, engaged in commerce and navigation on the Mississippi River and its tributaries, principally between New Orleans and various ports and places on Red River, and occasionally to St. Louis, Missouri.

2d. That said steamboat "John T. Moore" being in the port of New Orleans on various dates in the years 1871, 1872, & 1873, and designed on her aforesaid voyage, and being in need of various description' of material, labor, and repairs to enable her to prosecute her aforesaid voyages, the master of said boat employed your libellant, John Hennessy, to furnish and perform the same, which they did on various dates in said years, their bill for which amounted to the sum of eight hundred and seventy-one $\frac{13}{100}$ dollars, on which they have been paid on various dates small sums on accounts, amounting in all the sum of two hundred and fifty-seven $\frac{33}{100}$ dollars, leaving a balance still due them

of the sum of six hundred and thirteen $\frac{80}{100}$ dollars, all of which will more fully appear from the detailed bill annexed and made part hereof; and the master of said boat also employed your libellant Nicholas Theodore, on various dates in the year 1873, when said boat was laying in the port of New Orleans and designed on her aforesaid voyages, to furnish materials and make repairs to her, which libellant did on various dates in said year to the amount of five hundred and seventy seven $\frac{75}{100}$ dollars, all of which more fully appears by reference to the detailed bill annexed and made part hereof.

3d. That the said steamboat John T. Moore is now justly and truly indebted to your libellants John Hennessy and Bro., in the full sum of six hundred and thirteen $\frac{80}{100}$ dollars, and to your libellant Nicholas Theodore in the full sum of five hundred and seventy-seven $\frac{75}{100}$ dollars, for materials, labor, and repairs furnished to and for said boat at the special instance and request of her master on the dates set forth in their respective bills; that said labor, materials, and repairs necessary for said boat to enable to prosecute her aforesaid voyages, and the prices charged for the same are just and reasonable, and the usual prices charged at that time, and the master and other officers of said boat have frequently promised to pay the same, yet have failed and neglected so to do.

4th. That all and singular the premises are true and within the admiralty and maritime jurisdiction of the United States and of this honorable court.

Wherefore libellants pray that this libel of intervention be filed and that process in due form of law and according to the course of this honorable court in causes of admiralty and maritime jurisdiction may issue against the said steamer John T. Moore, her tackle, &c., &c., and that all persons claiming any interest in the same may be cited and admonished to appear and answer the matter aforesaid, and after due prodeedings had that this honorable court will be pleased to decree the payment of libellants' aforesaid claims, with interest and costs, and privilege over all other creditors, and that said boat may be condemned and sold to pay the same, and libellants pray for all general relief.

(Signed) BENTICK EGAN, *Proctor.*
(Signed) N. THEODORE.
" JOHN HENNESSY & BRO.

Sworn to and subscribed before me October 21st, 1873.
(Signed) K. LOEW, *U. S. C.*

Statement of Nicholas Theodore annexed to and made part of the intervening libel of John Hennessey and Bro. and Nicholas Theodore.

NEW ORLEANS, *Oct.* 2, 1873.

Steamer J. T. Moore to Nicholas Theodore, dealer in fire-brick and fire tiles of all sizes, &c., Dr.

		Amt. bill rend.
Jan. 15.	Repairing the boiler and furnaces, as per contract..	378 00
M'ch 9.	For covering the boiler.....	65 00
M'ch 9.	Painting chimneys, breeching, and pipes....	8 00
" 20.	Repairing the side wall	22 85
" 27.	Painting chimneys, breeching, and pipes.....	8 00

May	15.	Repairing the back wall	20 50
"	"	Repairing the front	10 00
"	25.	Painting chimneys, breeching, and pipes	8 00
July	12.	Raising the chimneys and to put the stumps in	50 00
"	18.	Painting chimneys, breeching, and pipes	8 00
			$577 75

Account of Hennesey Bros. annexed to and made part of the intervening libel of John Hennessey & Bros. and Nicholas Theodore.

NEW ORLEANS, *Sep. 25th*, 1873.

Steamboat John T. Moore to John Hennessey & Bros., copper, brass, tin, & sheet-iron workers Dr.

1871.				
June 24.	To am't of bill rend.		186 60	
Dec. 6.	" " " " "		80 73	
1872.				
Jan'y 25.	" " " " "		52 78	
Feb'y 22.	" " " " "		44 39	
May 11.	" " " " "		247 40	
1873.				
Mar. 8.	" " " " " "		121 64	
132 July 9.	" " " " " "		89 59	
"	Taking down gas-pipes, mechanics' labor, 5 days' time, @ 6.00		30 00	
To helpers' labor for the same 5 days @ 2.00			10 00	
To fittings used for shutting off steam, gas pipe, caps, plugs			8 00	
				871 13

CR.

1872.			
Ap'l 20.	By cash on a/c	107 33	
1873.			
Ap'l 26.	By cash on a/c	50 "	
	By cash on a/c	50 "	
July 19.	By cash on a/c	50 "	
			257 33
			$613 80

Libel of intervention of fire insurance companies.—Filed Nov. 3rd, 1873.

MRS. AMANDA M. F. SIMONDS, ADMINISTRATRIX,
vs.
STEAMBOAT J. T. MOORE, W. T. BOARDMAN, master & overseer.

United States district court in admirality.

The libel of intervention of the National Insurance Company,
133 The Western Insurance Company, the Union Insurance Company,

The Farmers' Insurance Company, and Franklin Insurance Company, all and severally incorporated institutions under the laws of the State of Ohio, and domiciled in the city of Cincinnati, Ohio, against the steamboat J. T. Moore, whereof W. T. Boardman is, or was of late, master and captain, and against her tackle, apparel, furniture, and machinery, and against all persons intervening for their interests therein in a cause of contract, civil and maritime, alleges and propound' as follows:

1st. That the said steamboat J. T. Moore is now lying in the port of New Orleans, and within the admiralty jurisdiction of your honorable court, and has been libelled and seized in the above-entitled case and is now in the custody of the marshal of this court; and the said steamboat J. T. Moore, her master and owners, are truly and justly indebted
134 to your libellants severally on contracts, civil and maritime, in the several sums following, to wit:

To the said National Insurance Company in the sum of one hundred and eighty dollars, with six per cent. interest per annum thereon from the 26th day of December, 1872, and protest costs of $5.06, for this, to to wit: On a certain promisory note executed by said master, W. T. Boardman, on account of said steamboat, for the said sum of $180.00, payable 5 months after date of July 26th, 1872, to the order of George S. Knower and by him endorsed, and which was duly protested for non-payment.

To The Franklin Insurance Company in the sum of one hundred and fifty dollars, with 6 per cent. per annum interest thereon from the 26th December, 1872, and protest cost of $5.06, on a certain note executed by said Boardman, master, for $^{a}/_{c}$ of said steamboat, for said sum of $150.00, payable five months after date of 26th of July, 1872, to order of
135 Geo. P. Knower, and by him duly indorsed, and which note was regularly protested for nonpayment.

To the Western Insurance Company in the full sum of one hundred and fifty dollars, with six per cent. interest thereon, from 26th December, 1872, and protest costs of $5.06 on a certain promissory note executed by said Boardman, master, for account of said steamboat, for the said sum of $150, payable 5 months after date of July 26th, 1872, to the order of George S. Knower, and by him duly protested for non-payment.

To the Union Insurance Company in the sum of one hundred and twenty dollars, with six per cent. interest thereon, from the 26 December, 1872, for this, to wit: On a certain note executed by said Boardman, master, for $^{a}/_{c}$ of said steamboat, for said sum of $120.00, payable five months after date, of July 26th, 1872, to the order of George S. Knower and by him regularly indorsed.

136 And to the Farmers' Insurance Company in the sum of one hundred and fifty dollars, with six per cent. interest thereon, from 26th December, 1872, and $4.50 costs of protest, on a certain note executed by said Boardman, master, for account of said steamboat, for said sum of $150.00, payable five months after date of 26th July, 1872, to order of George S. Knower and by him endorsed, and which note was regularly protested for non payment.

That the same is yet due and owing to said libellants respectively by the said steamer, master, and owners.

2d. That all the same is due and owing as premiums on insurance policies issued by the said insurance companies, libellants herein, respectively, on risks taken by them upon the said boat, her hull, machinery, apparel, tackel, and furniture, while she was engaged in navi-

gating the waters of the Mississippi and its tributaries in the general carrying trade and transportation of freight and passengers for
137 hire, said Boardman then being master and executing the said notes on account of the said steamboat for said premiums on said insurance policies, all upon the navigable waters of the United States and within the jurisdiction of the courts of the United States and of your honorable court.

3d. That under the laws of the United States and admiralty, your libellants enjoy severally for their said claims the admiralty and maritime lien upon the said steamboat, her tackle, machinery, apparel and furniture, and are entitled to the admiralty process against the same.

4th. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of your honorable court.

Wherefore your said libellants in intervention pray that they be allowed to intervene in this said suit, and that the process issued against said steamboat, J. T. Moore, her machinery, apparel, and furniture be maintained, and that all persons claiming any right in said steam-
138 boat be cited to answer the matters herein set forth, and that after due proceedings, according to admiralty practice and *and* usages, the steamboat, her tackle, machinery, apparel, and furniture may be sold to pay these demands of your libellants, with all costs and charges, and that they may have such other and further relief in the premises as in law and justice they may be entitled to receive.

(Signed) RACE, FOSTER, & E. T. MERRICK.
Proctors.

I, W. H. Foster, of counsel for libellants in above libel of intervention, do depose and say that all the facts and allegations of said libel are true and correct to the best of my knowledge and belief.

(Signed) W. H. FOSTER.

Sworn to and subscribed before me November 3, 1873.

(Signed) K. LOEW, *U. S. C.*

Intervention of Henry A. Boyce.—Filed November 4th, 1873.

A. M. F. SIMONDS, ADMINISTRATRIX.
139 *vs.*
STEAMBOAT JOHN T. MOORE.

To the honorable the judge of the district court of the United States for the district of Louisiana. In admiralty.

Henry A. Boyce, who resides in the parish of Rapides, State of Louisiana, exhibits this his libel against the steamboat John T. Moore, whereof W. T. Boardman is, or lately was, master, her tackle, apparel, machinery, and furniture, and against all other persons lawfully intervening for their interest therein in a cause of contract, civil and maritime, and thereupon the said Henry A. Boyce doth allege and articulately propound as follows, to wit:

First. That the said steamboat Jno. T. Moore is over tons burden, and is, or lately was, engaged in carrying freight and passengers between New Orleans and Jefferson, Texas, and other ports and places on the Mississippi River and its tributaries, and within the
140 admiralty and maritime jurisdiction of this hon. court, and that said boat is now in the custody of this hon. court, through the marshal of this district, in virtue of a warrant issued out of this hon.

court in the suit of Amanda M. F. Simonds, administratrix, vs. St'r Jno. T. Moore, &c, numbered #10280 on the docket thereof, in a cause of contract civil and maritime.

Second. That on or about the first of August, 1873, the said boat, then on her voyage between New Orleans and Shreveport and Jefferson, Texas, and other ports then within the admiralty and maritime jurisdiction of this hon. court, did stop at the Ulster wood-yard, Red River Landing, and there purchased and took aboard a supply of wood for use on her said voyage; that the said supply of wood was furnished to said boat on the order and request of the captain of said boat, by this libellant and intervenor, for the price and sum of one hundred dollars, which the said captain agreed and promised the said boat would pay.

141 Third. That the said wood so furnished to said boat was fully worth one hundred dollars; that it was necessary to enable the said boat to continue and complete her said voyage; that payment thereof from the boat has been demanded and admitted to be due by the said captain, but the same, though a privileged claim on said boat, tackle, furniture, &c., has never been paid, but is still due, and is within the admiralty and maritime jurisdiction of this hon. court.

Fourth. That all and singular the premises are true.

Wherefore leave is prayed to file this libel of intervention; that admiralty process issue herein, and that libellant in the said original suit No. 10280 of this court, as well as all persons having, or pretending to have, any right, title, or interest in the said steamboat Jno. T. Moore, her tackle, machinery, or furniture, be cited to appear before this hon. court, and then to answer this libel according to the practice in this hon. court in civil causes of admiralty and maritime jurisdiction, and that this hon. court will pronounce in favor of this

142 libellant's aforesaid demand, and decree the same to be paid in the first privelege out of the proceeds of the said boat, her tackle, etc., when sold, with all costs and proctor's fees.

(Signed) JAMES LINGAN,
Proctor for Libellants.

James Lingan, the agent, att'y, and proctor of the libellant and intervenor, being duly sworn, deposes and says, that Henry A. Boyce, libellant and intervenor in this case, is absent from this city, and resides in the parish of Rapides, in this State, and that all the allegations herein contained are true and correct to the best of deponent's knowledge and belief.

(Signed) JAMES LINGAN,
Attorney, &c.

Sworn and subscribed before me November 4th, 1873.

(Signed) K. LOEW, *U. S. C.*

Account referred to in the intervention of Henry A. Boyce.

$100.] ULSTER WOOD YARD, RED RIVER L'D'G,

143 *August 11th*, 1873.

SIR: At sight please pay to Messrs. Clapp Bros. & Co., or order, one hundred dollars, and charge the same, value received, to a/c of

Yours, respectfully,

(Signed) HENRY A. BOYCE.

To Capt. W. T. BOARDMAN,
Steamer John T. Moore.

(Across the face:) This draft is for wood supplied to steamer John T. Moore by Henry A. Boyce.

(Signed) W. T. BOARDMAN,
Captain.

Intervening libel of David Hughes.—Filed Nov. 8, 1873.

United States district court.

MRS. AMANDA M. F. SIMONDS
v.
STEAMER JOHN T. MOORE. } No. 10280.

To the Hon. E. H. Durell, judge of the district court of the United States for the district of Louisiana.

David Hughes, who resides in the city of New Orleans and does business therein as a baker, exhibits this his intervening libel against the steamer John T. Moore, whereof W. T. Boardman is or lately was master, now lying in the custody of the marshal of the district aforesaid, under process issued out of this honorable court, at the suit of Mrs. Amanda M. F. Simonds vs St'r John T. Moore, in cause of contract civil and maritime.

144

And thereupon said David Hughes doth allege and articulately propound as follows, to wit:

First. That the steamer John T. Moore, at the time the supplies hereinafter mentioned were furnished, was trading between the city of New Orleans and the city of Shreveport, on the Red and Mississippi Rivers, being on the inland navigable waters of the United States, and is owned by some person or persons to this libellant unknown, and is about the burden of tons.

Second. That at the various dates particularly set forth in the schedule hereto annexed, the steamer Jno. T. Moore, then lying at the port of New Orleans, in the State of Louisiana, and within the admiralty and maritime jurisdiction of this honorable court, the said W. T. Boardman, master as aforesaid, represented to libellant that said steamer John T. Moore stood in need of supplies hereinafter mentioned, in order to render her able and competent to carry on said trading between the aforesaid ports, and requested libellant to furnish said supplies; and that in pursuance with said representations and requests your libellant did agree to furnish and did furnish for the use of said steamer John T. Moore a large quantity of bread and crackers, &c., same being of the full value of six hundred and sixty & $\frac{17}{100}$ dollars ($660.$\frac{17}{100}$), upon account of which your libellant has received from said master the sum of three hundred and ninety-five $\frac{83}{100}$ dollars, thus leaving a balance due your libellant of two hundred and sixty-four & $\frac{30}{100}$ dollars ($264.30) for said supplies, as will more fully appear by reference to the schedule thereof annexed hereto, made part hereof, and marked A.

145

Third. That said supplies were so furnished by libellant on the credit of the said steamer Jno. T. Moore, as well as of the owners and master thereof, and were suitable and necessary to enable the said vessel to carry on the trading aforesaid.

Fourth. That the said sum of two hundred and sixty-four & $\frac{30}{100}$ dollars remains wholly unpaid and due your libellant, although your libellant has often requested the said master to pay the same.

146

Fifth. That all and singular the premises are true.

Wherefore your libellant prays that process in due form may issue to all persons having or pretending to have any right, title, or interest in or to said steamer John T. Moore, or her boats, tackle, apparel, and furniture, &c., to appear and answer the libellant in the premises, according to the rules and practices of this hon. court in civil cases of admiralty and maritime jurisdiction and that this hon. court will pronounce for this libellant's aforesaid demand, and decree the same to be paid, with costs, and for such general relief as the law will permit and this honorable court may grant.

And he will ever pray.

(Signed) HORNER & BENEDICT,
Procters for D. Hughes.

(Signed) DAVID HUGHES.

147 Sworn and subscribed before me November 8th, 1873.

(Signed) K. LOEW, *U. S. C.*

Exhibit marked A, annexed to and made part of the libel of David Hughes.

Monthly statement.

NEW ORLEANS, *October 1st*, 1873.

Steamer John T. Moore, & owners, to David Hughes, No. 76 Peters st., Dr.

1872.							
M'ch	27.	For am't bill rendered			.....	46 86	
May	2.	"	"	"	.....	47 12	
"	31.	"	"	"	.....	25 36	
July	2.	"	"	"	.....	44 45	
1873.							
January	18.	"	"	"	.....	58 31	
Feb'y	5.	"	"	"	.....	67 94	
"	21.	"	"	"	.....	30 95	
Mc'h	8.	"	"	"	.....	47 82	
"	25.	"	"	"	.....	30 93	
Ap'l	12.	"	"	"	.....	50 84	
"	26.	"	"	"	.....	37 76	
May	10.	"	"	"	.....	24 16	
"	23.	"	"	"	.....	22 16	
June	11.	"	"	"	.....	23 15	
July	5.	"	"	"	.....	29 07	
"	14.	"	"	"	.....	38 78	
Aug.	2.	"	"	"	.....	34 25	
							$660 11

148 1872.

Credit by cash on a/c:

July	12.	"	"	"	.....	47 12	
1873.							
Feb'y	3.	"	"	"	.....	58 31	
"	21.	"	"	"	.....	67 94	
Mar.	8.	"	"	"	.....	30 95	
"	27.	"	"	"	.....	47 80	
Ap'l	12.	"	"	"	.....	30 93	
"	26.	"	"	"	.....	50 84	
May	10.	"	"	"	.....	37 76	
"	24.	"	"	"	.....	24 16	
							395 81

Balance due $264 30

149 *Intervention of Wallace & Co.—Filed Nov. 20th*, 1873.

To the honorable E. H. Durell, judge of the United States district court for the district of Louisiana:

David, John, James Wallace, G. G. Wilder, G. W. Bancker, a commercial firm domiciliated and doing business in the city of New Orleans, exhibit this their libel of intervention against the steamboat John T. Moore and owners, now lying in the custody of the marshal of the district aforesaid, under arrest in virtue of *of* a warrant issued out of this honorable court, at the suit of Foster & Rockwood, of St. Louis, Mo., in a cause of contract civil and maritime, her boats, tackle, apparel, furniture, engine, and machinery, and against all other persons lawfully intervening for their interest therein, in a cause of contract civil and maritime. And thereupon the said David, John, James Wallace, G. G. Wilder, G. W. Bancker do allege and articulately propound as follows, to wit:

150 First. That on or about the fifteenth day of January, 1873, while the said steamboat John T. Moore was lying at the port of New Orleans, in the district aforesaid, the master of said steamboat represented to libellants that said steamboat stood in need of supplies hereinafter mentioned, in order to render her competent to proceed on her intended voyage, and requested your libellants to furnish such supplies; and that your libellants, in pursuance of such representation and request, on the day and at the place last above mentioned, undertook to furnish supplies for, and did supply the said steamboat, by delivering on board pillow-case cotton, linen damask, etc., which supplies and the value thereof are truly and more particularly stated and described in the schedule or account hereunto annexed, and which amount in the whole to eighty dollars and twenty-nine cents ($80.29 cts.)

Second. That the said supplies were so furnished by libellants on the credit of the said steamboat as well as of the owners and the

151 master thereof, and were suitable, proper, and necessary.

Third. That the aforesaid sum of eighty dollars and twenty-nine cents ($80.29 cts.) still remains wholly unpaid and due to libellants, although they have often requested the master and owners of said steamboat to pay the same.

Fourth. That all and singular the premises are true.

Wherefore, libellants pray that process of monition may issue to the marshal of the district aforesaid, according to the course of courts of admiralty and the rules and practice of this honorable court in civil causes of admiralty and maritime jurisdiction, and that this honorable court will pronounce for libellants' aforesaid demand and decree the same to be paid with costs.

(Signed) G. W. BANCKER.
(Signed) FELLOWES & MORPHY.
" J. WARD GURLEY, JR.,
Proctor.

Sworn to and subscribed before me November 20th, 1873.
(Signed) K. LOEW, *U. S. C.*

152 *Schedule referred to in above libel.*

NEW ORLEANS, *Jan'y* 15, 1873.

St'r John T. Moore & Owners, bought of Wallace & Co., dealers in dry goods.

1 P C.	Waltham pillow-case cotton, 43, .24	10 32
1 "	¾ linen damask 18², 1.50	27 75
1 "	" " " 41³, 1.50	62 62
1 "	" red " 15, 1.50	22 50
1 "	" crash, 40, 15	6
5 doz.	huck. towels, 2.00	10
17 "	" " 1.25	21 25
2 "	linen doylies, .75	1 50
9 "	damask napkins, 1.75	15 75
3 "	Coats' thread, .70	2 10
Drayage		50
		180 29

Duplicate bill:

March 26.	By cash on a/c	50	
July 5.	" " "	50	
			100 00
			80 29

153 *Motion and order to consolidate.—Filed December 2d*, 1873.

U. S. dist. court, dist. of La.

FOSTER AND ROCKWOOD *vs.* ST'R JOHN T. MOORE. } No. 10276.

On motion of Wm. Grant, proctor for libellants, and suggesting that the first seizure of said steamboat was made under the decree filed in this cause, and that other libels and interventions have been filed in case No. 10280 on the docket of this court, it is ordered that the libel and all the intervening libels filed in case No. 10280 be consolidated with this case.

Libel for supplies.—Filed August 25th, 1873.

FOSTER & ROCKWOOD *vs.* ST'B'T JOHN T. MOORE. } No. 10276.

To the honorable E. H. Durell, judge of the United States district court for the district of Louisiana:

Ralph T. Foster and Thomas H. Rockwood, merchants of St. Louis, Mo., doing business under the firm-name of Foster & Rockwood,
154 exhibit this their libel against the steamboat John T. Moore, whereof is, or lately was, master, and against all parties lawfully intervening for their interest therein, in a cause civil and maritime, for supplies, and thereon libellants allege as follows:

1st. That libellants, at the request of the masters and officers of said steamboat sold and delivered for the use of said steamboat the goods and wares set forth in the annexed bill of items marked A, and made a part hereof, of the value of one hundred and ninety-eight dollars and forty cents; this on the 4th day of February, 1873.

2d. That said goods were necessary supplies for said steamboat to have, and were sold on the sole credit thereof, and were well worth the prices charged.

3rd. That libellants drew a certain draft against said steamboat, which was accepted for said amount, dated April 7th, 1873, payable at sight, but the same has not been paid and is here surrendered and annexed and made part hereof for a voucher and for greater certainty.

4th. That the master of said steamboat paid $100 on account of
155 said bill about the 1st of July, and that there remains a balance due of $98.40, which said master neglects and refuses to pay.

5th. That all and singular the premises are true, and that said steamboat now lies within the district of La., at the port of New Orleans.

Wherefore libellants pray that due process may issue against said steamboat John T. Moore, her engines, boilers, boats, tackle, furniture, and apparel; and that the court may pronounce for their claim aforesaid and decree payment thereof, and a sale of said steamboat, to satisfy the same, and costs of suit; and they pray for all general relief.

(Signed) FOSTER & ROCKWOOD,
Libellants.

(do) WM. GRANT,
Proctor.

William Grant, being duly sworn, says that libellants reside out of the State of La., and that he is their agent, and that said libel is true.

(Signed) WM. GRANT, *Att'y.*

Let admiralty process issue, as prayed for.

August 25th.

156 (Signed) K. LOEW, *Dy Clk.*

Bill of items, marked A, referred to and made part of foregoing libel.

SAINT LOUIS, *February 4th*, 1873.

n T. Moore, New Orleans, bought of Foster & Rockwood.

[Wholesale dealers in teas and manufacturers of pure ground spices, mustard, and cream-tarter. No. 309 North Second street.]

1 box J. H. tea, 18, $1.85	33 30
1 h'lf chest Japan, 56—13, 43, 1.45	62 35
1 " Oolong, 60—13, 47, 1.45	68 15
1 " Souchong, 64—14, 50, .65	32 50
Drayage, .50; ins. 1.60	2 10
	$198 40

Intervention of Snowdon and Otte.—Filed November 11th, 1873.

United States dist. court, dist. of Louisiana.

FOSTER & ROCKWOOD
vs.
ST'B'T JOHN T. MOORE. } No.

To the honorable the judge of the district court of the United States for the district of Louisiana:

The libel of intervention of Theodore Snowdon and George
157 F. Otte, commercial partners, doing business in Cincinnati, in the State of Ohio, under the name and style of Snowdon and Otte, against the said steamboat John T. Moore, seized in said suit, alleges as follows, viz:

1st. That at the request of the master and owners of said steamboat John T. Moore, libellants sold and delivered, for the sole use of said steamboat, the supplies specified in the annexed bill of items at the date and time therein specified, and that there is now due and unpaid a balance of six hundred and seventy-two $\frac{05}{100}$ dollars, as will more fully appear from the annexed schedule, marked A, and made part hereof.

2d. That said supplies were necessary and proper for said steamboat to have, and were sold on the sole faith and credit thereof and to enable her to proceed on her voyage, and voyage on the navigable waters of the United States.

3rd. That W. T. Boardman, master of said steamboat, executed the annexed note in evidence of the amount due on said account on the 2d day of April, 1873, for said balance of $672.05, but that libel-
158 lants have never released, discharged, or settled said account, o 1 their lien on the said steamboat for said supplies, and have now surrendered such note and file the same as part of said account.

4th. That there is now a balance due on said account of $672.05, which remains unpaid, together with legal interest from April 2d, 1873, unti paid.

5th. That all and singular the premises are true.

Wherefore libellants pray leave to intervene herein for their interest and for due process, and they pray for a decree against said steamboat for the amount of their said claim, to be paid out of the proceeds realized by a sale of said steamboat or otherwise as the law directs, and they pray for costs and allowance and for all general and equitable relie as this court is competent to give.

(Signed) SNOWDON & OTTE,
Libellants
By WM. GRANT,
Their Proctor.

William Grant, being duly sworn, says he is the age nt and a
159 torney of said libellants, who reside in Cincinnati, Ohio, and that said libel is true as he is informed and believes.

(Signed) WM. GRANT.

Sworn to before me Nov. 11th, 1873.

(Signed) K. LOEW, *U. S. C.*

Schedule marked A, referred to and made a part of foregoing intervention and libel.

CINCINNATI, *Jan'y 12th*, 1871.

Steamer John T. Moore & Owners bought of Snowdon and Otte.

[Wholesale and retail dealers in carpets, oil-cloths, mattings, rugs, &c. Shades of every description made to order. Terms cash. No. 133 West Fourth street.]

	101½ yards ⅝ tap. Brussels, 3.00	304	50
	making, .10	10	50
	20 " ¾ " 1.20	24	00
	making, .6	1	20
	150 " lining, 15	22	50
Feb'y 3, '71.	5 " Brussels, 1.50	7	50
	1 cover	2	20
	Silk fringe	3	00
	1 silver-plated rod	1	25
	3 p'c's oil cloth	1	25
	1 curtain	1	00
	1 "		35
	Putting down carpet, & nails	2	25
160 1871.			
	1 brass handle		50
Feb'y 6.	31 y'ds ingrain, 1.10	34	00
	making, .8	2	48
	binding		50
	23 " Brussels, 1.35	31	05
	making, .10	2	30
	11 " satin damask, 4.50	49	50
	5 " rep, 3.75	18	75
	20 " " 2.50	50	00
	10 " French damask, 1.90	19	00
	38 " hall curtains, .85	32	30
	38 rods, & making, .25	9	50
	201½ y'ds cotton twill, 16c	32	24
	making, & rings, 201½ yards, .8	16	12
	3 doz. jackets, 13.50	40	50
	3 " aprons. 3.25	9	75
	35½ y'ds oil-cloth, 1.65	58	58
	laying	3	00
	64 coverlets, 3.00	192	00
	12 " 4.75	57	00
	3 emb. table covers, 15.00	45	00
	1 " " "	13	00
	1 " " "	13	00
	2 " " " 12	24	00
	1 piano "	24	00
	1 " "	20	00
	2 emb. table " 6	12	00
	31 yards Brussels, state rooms, 1.20	37	20
	making, .10	3	10
	[42,26]		
	68 " state rooms, 1.00	68	00
	binding & making 26, .25	6	50

	7 wool damask, 2.25	15	75
161	7 rods, & putting up	1	75
	24 French marinet, .60	14	40
	7½ " " .60	4	50
	1 rubber cover	7	00
	[12,22]		
	34 rods, 25	8	50
	12 large rods, 45	5	40
	1 cane mat	7	00
	3 " " 2.50	7	50
	2 cornices, 4	8	00
	8 " 2.75	22	00
	putting up & making 10 cornices, .25	2	50
	20 brass hooks, 15	3	00
	13 ingrain, 1.00	13	00
	making & laying, 6 rooms, .25	1	50
	1 gross brass rings	2	50
	3 oil-cloth', 1.25	3	75
	23 " " .60	13	80
	laying	3	00
	10⅔ oil-cloth, 1.65	17	60
	67 ingrain, 1.25	83	75
	2 mats, 5.00	10	00
	2 " 1.50	3	00
	30 " damask, 1.25	37	50
	6 rods for	7	75
	making 12 curtains & putting up rods	5	00
	8 p'r loops, 60	4	80
	4 " " 1.75	7	00
	10 " hooks, .60	6	00
	40 rods, .55	22	00
	8 " .30	2	40
	1 gross screws, brass	1	25
	12 rods, .40	4	80
162	1871.		
	Feb'y 6. 4 mats, 2.75	11	00
	1 "	3	25
	11 yards oil-cloth, 1.65	18	15
	12 " carpet, 1.25	15	00
	making, .8		96
	4⅓ matting, 2.00	8	67
	binding carpet		50
	quincing 2 ends matting, 1.75	3	50
	1 office curtain	1	00
	5⅔ stair, 75c	4	25
	⅚ doz. ⅝ pads, 2.50	2	08
	1 1/12 " rods, 5.00	4	59
	laying		75
	2 p'r lace curtains, 15.00	30	00
	1 rod	1	25
	" 13. crocheting 14 spreads, .95	13	30
	1 large mat	14	00
		1,796	07
	Credit	1,124	02
	Balance due	$672	05

Libel of John C. Huntington & Co.—Filed November 11th, 1873.

U. S. district court, district of Louisiana.

FOSTER & ROCKWOOD
vs.
ST'B'T JOHN T. MOORE. } No. 10276.

To the honorable the judge of the United States district court, district of Louisiana:

John C. Huntington, Orcenethe F. Tice, and Charles L. F. Hunt-
163 ington, all of Cincinnati, Ohio, merchants, doing business under the firm-name and style of John C. Huntington & Co., exhibit this their libel of intervention against said steamboat John T. Moore, her tackel, &c., &c., and against all persons intervening in a cause of contract, civil and maritime, for supplies, and allege as follows, viz:

1st. That they sold and delivered to said steamboat, at the request of the master and owners, the goods, wares, and merchandise contained and described in the annexed schedule, marked Exhibit A, at said city of Cincinnati, at the date and dates and at the prices specified therein.

2d. That said goods and wares were necessary and proper supplies for said steamboat to have to enable her to engage in the commerce of the navigable waters of the United States, and were sold on the sole faith and credit of said steamboat, and that they have a maritime lien to secure the payment of the same.

3rd. That to secure and evidence said debt the master of said steam-
boat gave and executed the annexed note for the balance due on
164 said account, dated February 7th, 1873, which was received and held by libellants simply as evidence of said debt, and they have never released or discharged said lien, nor did they take said note in satisfaction of said account, and they have now surrendered said note and make it a part of this libel.

4th. Libellants allege that there is now a balance of five hundred and thirty & $\frac{11}{100}$ dollars due on said account, and unpaid, and interest from Feb'ry 7th, 1873, at five per cent. per annum, until paid.

5th. That all and singular the premises are true.

Wherefore libellants pray leave to intervene herein for their said account and for all due process; and they pray for a decree against said steamboat John T. Moore, and all persons in interest, for the amount of their said claim, and interest and costs, to be paid according to law, and they pray for all general relief in the premises.

(Signed) JOHN C. HUNTINGTON & CO.,
By WM. GRANT, *Their Proctor.*

Wm. Grant, being duly sworn, says that he is the agent and
165 attorney for the above libellants; and that said libellants reside in Cincinnati, Ohio; and that all the facts stated in said libel are true.

(Signed) WM. GRANT.

Sworn to before me Nov. 11th, 1873.

(Signed) K. LOEW, *U. S. C.*

Note referred to and made a part of the foregoing libel.

$530.11.] NEW ORLEANS, LA., *Feb'ry 7th*, 1873.

Ninety days after date I promise to pay to the order of John C. Hunt-

ington & Co. five hundred and thirty and $\frac{11}{100}$ dollars, at Germania Nat. Bank, New Orleans, value received, for outfit st'r John T. Moore.
Due May 8, '71.
(S'g'd) W. T. BOARDMAN, *Captain.*

Intervention of M. Cendon.—Filed December 6th, 1873.

U. S. district court, district of Louisiana.

FOSTER & ROCKWOOD ET ALS. *vs.* ST'B'T JOHN T. MOORE. } No. 10276. Consolidated.

166 To the Hon. Edward H. Durell, judge of said court:

M. Cendon, merchant of New Orleans, exhibits this his libel of intervention against said steamboat John T. Moore, now seized in said suit in a cause civil and maritime for supplies, and thereupon alleges as follows: 1st. That libellant furnished vegetables & other supplies to said st'b't John T. Moore from April 22 to August 2, 1873, amounting in all to forty-one & $\frac{10}{100}$ doll's, which said boat has not paid, as will more fully appear by a reference to the schedule annexed, marked A.

2d. That said supplies were necessary and proper for said steamboat to have, and were sold on the sole credit thereof.

Wherefore libellant prays leave to intervene herein and for due process, and that his claim aforesaid may be paid in due course of law from the proceeds of a sale of said boat.

(Signed) M. CENDON,
Int. Libellant,
P'r WM. GRANT,
Proctor.

Sworn to before me Dec'r 6th, 1873.
(Signed) J. A. CHARBONNET,
D'y Clerk.

Default and pro confesso.—Extract from minutes of December 2d, 1873

NEW ORLEANS, *Tuesday, Dec'r 2d*, 1873.

Court met pursuant to adjournment.
Present, Hon. Edward H. Durell, judge.

167 A. M. F. SIMONDS, ADM'X, *vs.* ST'R JOHN T. MOORE. } No. 10280.

The delay allowed by the law having expired and no answer filed in the above entitled and numbered case, after due monition, this, on motion of B. Egan, proctor for libellants, ordered, that all persons interested in the property seized be pronounced in contumacy and default and that the libels be adjudged taken pro confesso.

Order to sell boat.—Extract from minutes of Dec. 4, 1873.

A. M. F. SIMONDS *vs.* ST'R JOHN T. MOORE. } No. 10280.

On motion of B. Egan, proctor for the libellants, suggesting that the st'r John T. Moore has been under seizure since the 25th day of August,

1873, that the monition published in said cause has expired, and no claim has apppeared in the premises, it is ordered by the court
168 that the marshal sell said st'r John T. Moore, after 10 days' advertising, and deposit the proceeds into court to abide the event of of this suit.

169 *Intervention of Lagan & Mackison.—Filed December 6th*, 1873.

AMANDA M. F. SIMONDS }
vs.
ST'R JOHN T. MOORE. }

To the honorable E. H. Durell, judge of the United States district court for the district of Louisiana:

The libel of intervention of Lagan & Mackison, a commercial firm, composed of Mathew D. Lagan and James Mackison, resding and doing business in the city of New Orleans, as hardware merchants and ship-chandlers, against the st'r John T. Moore, whereof Wm. C. Boardman is now, or late was, master, her tackle, apparel, machinery, and furniture, and against all persons claiming any interest in said vessel now under seizure and about to be sold by virtue of admiralty process issued from this honorable court in the above cause, in a cause of contract civil and maritime, alleges as follows:

170 I. That the st'r John T. Moore, whereof Wm. C. Boardman is now or late was master, is a vessel of more than 500 tons burden, enrolled and licensed to pursue the coasting trade, and was in the month of August, 1873, engaged in commerce and navigation on the Mississippi and Red Rivers.

II. That on the 2d and 13th of August, 1873, said steamer John T. Moore, being in the port of New Orleans, and designed on her aforesaid voyage, and being in need of various articles of hardware and ship-chandlery, the master of said boat requested your libellants to furnish the same, which libellants did, as set forth in the bill annexed and made part hereof, to the amount of one hundred and forty-five $\frac{54}{100}$ dollars.

III. That said steamer is now justly and truly indebted to your libellants in the full sum of one hundred and forty-five $\frac{54}{100}$ dollars, as set forth in the detailed bill annexed, for hardware and ship-chandlery furnished to said boat on the 2d and 13th of August, 1873; that
171 the prices charged for the same are just and reasonable and the usual prices charged at the time, and said hardware and ship-chandlery were necessary for the use of said boat and to enable her to perform her aforesaid voyages.

IV. That all and singular the premises are true.

Wherefore libellants pray that this libel of intervention be filed and that process in due form of law and according to the course of this honorable court in causes of admiralty and maritime jurisdiction may issue against the said steamer John T. Moore, her tackle, etc., and that all persons claiming any interest in the same may be cited to appear and answer the matters aforesaid, and after due proceedings had, that this honorable court will be pleased to decree the payment of libellant's aforesaid claim, with interest and costs, and libellants pray for general relief.

(Signed) BENTINCK EGAN,
Proctor.

(Signed) M. D. LAGAN.

172 Sworn to & subscribed before me this 6th December, 1873.

(Signed) J. A. CHARBONNET,
D'y Clk.

Bill attached to the above.

NEW ORLEANS, *Oct. 4th*, 1873.

St'r John T. Moore bought of Lagan & Mackison, hardware & ship-chandlery, &c.

Aug.	2. 46 lbs. round iron, @ 7, $3.22; 150 lbs. flat iron, @ 6½ c., $9.75	12	97
	14 lbs. washers, @ 20 c., $2.80; 18 bolts 3 x ½, @ 8 c., $1.44	4	24
	1 tape-line, 50 f't, $3.00; drayage, 40c	3	40
	47 lbs. mixed gum, @ 50 c., $23.50; 6 lbs. beeswax, @ 50, $3.00	26	50
	1 lb. graphite, 6 s.; 3¼ sheet-iron, @ 10 c., 33 c	1	08
	12½ lbs. sheet-iron backing, @ 10	1	25
	22¼ lbs. square gum, @ 80	17	80
		67	24
	13. 65 galls. boiled oil, @ 1.20, $78.00; drayage, 40c	78	40
		$145	64

Intervention of G. F. Miller & Co.—Filed December 13th, 1873.

U. S. dist. court.

MRS. AMANDA M. F. SIMONDS, ADMINISTRATRIX, *vs.* ST'R JOHN T. MOORE. } No. 10280.

To the honorable the judge of the district court of the United
173 States for the district of Louisiana:

G. F. Miller & Co., a commercial firm composed of G. T. Miller and , doing business as coal dealers at the port of Bayou Sara, on the Mississippi River, in the State of Louisiana, exhibit this their libel of intervention against the steamer John T. Moore (whereof Boardman is, or late was, master), her tackle, apparel, furniture, and machinery and boats, now lying in the port of New Orleans, and against all persons lawfully intervening for their interest in said boat, in a cause of contract civil and maritime, and thereupon libellants articulately allege and propound as follows, to wit:

I. That the said steamer John T. Moore is a vessel of more than 400 burden, enrolled and licensed to pursue the coasting trade upon the Mississippi and Red Rivers, and was in the months of February, May, June, and July, 1872, and in the month of July, 1873, engaged
174 in her said business of commerce and navigation.

II. That in the months of February, May, June, and July, 1872, and in the month of July, 1873, the said steamboat John T. Moore being at the port of Bayou Sara, in pursuit of her business aforesaid, and being in need of coal as fuel to enable her to proceed on her said voyage and business, the master thereof applied to and requested libellants to furnish such necessary supplies of coal, which libellants undertook and contracted to do, and did furnish coal to said steamboat up to the amount of six hundred and twenty-nine $\frac{35}{100}$ dollars, as more fully appears from due bills and detailed statement hereto annexed.

III. That said coal was necessary to enable said steamboat to prosecute her accustomed business of commerce & navigation, and was furnished upon the credit of said boat herself as well as that of the owners thereof; that the prices charged for the coal were proper and reasonable.

175 IV. That the aforesaid amount entirely unpaid, and is now due and owing, notwithstanding frequent demands made upon the master thereof for payment.

V. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of this honorable court.

Wherefore libellants pray that process in due form of law may issue against said steamboat John T. Moore, her boats, tackle & apparel, furniture and machinery, that your honor may please to pronounce for libellants' claim aforesaid, and decree the same to be paid with costs, with privilege upon said boat or her proceeds. And that your honor will grant libellants such other aid, relief and redress as to law and justice appertains and the court is competent to give.

(Signed) G. F. MILLER, Old.
By G. F. MILLER.

HIRAM GROVER,
Proctor.

Sworn to & subscribed before me this 13 Dec., 1873.

[SEAL.] (Signed) W. L. EVANS,
Second Justices' Peace for Parish of Orleans.

176 The following are attached to the above libel:

BAYOU SARA, LA., *Febr'y* 1, 1872.

$245.60.] Due G. F. Miller & Co., or order, two hundred and forty-five $\frac{60}{100}$ dollars, for 307 boxes coal, at 80 c. per box. Steamboat John T. Moore & owners.

(Signed) LOWD WALDEN, *Clerk*,
Per QUICKSALL.

The above is endorsed:

38.75
84.87
150.13
156.70
54.50
109.24

593.39

By cash $145.
March 8.

BAYOU SARA, LA., *May* 3, 1872.

$150.06.] Due G. F. Miller & Co., or order, one hundred & fifty dollars, for two hundred boxes coal, at 75 per box. Steamboat John T. Moore and owners.

(Signed) L. WALDEN, *Clerk*.

BAYOU SARA, LA., *June* 2*d*, 1872.

$150.00.]

177 Due G. F. Miller & Co., or order, one hundred and fifty dollars, for two hundred boxes coal, at 75 c. per box. Steamboat John T. Moore and owners.

(Signed) LOWD WALDEN, *Clerk*.

$206.25.] BAYOU SARA, *July* 14, 1873.

Due G. F. Miller & Co., or order, two hundred and six $\frac{25}{100}$ dollars, for two hundred and sixty-five boxes of coal, at 75 per box. Steamboat John T. Moore & owners.

(Signed) L. WALDEN, *Clerk.*

$22.50.] BAYOU SARA, *July* 20, 1873.

Due G. F. Miller & Co., or order, twenty-two $\frac{50}{100}$ dollars, for bal. due on purchase (225) boxes coal, at 65 c. per box. Steamboat John T. Moore & owners.

(Signed) L. WALDEN, *Clerk.*

NEW ORLEANS, *Dec.* 1*st*, 1873.

St'r Jno. T. Moore & owners to G. F. Miller & Co. Dr.

1872.		
Feb'y 1.	307 boxes Pittsb'g coal, furnished at B. Sara, @ 80 c..	$245 60
	Less am't on $\frac{4}{5}$ c March 8, '73	145 00
		$100 60
May 3.	200 boxes Pittsb'g coal, furnished at B. Sara, @ 75 c..	150 00
June 2.	200 boxes Pittsb'g coal, furnished at B. Sara, @ 75 c..	150 00
July 14.	265 boxes Pittsb'g coal, furnished at B. Sara, @ 75 c..	206 25
1873.		
July 20.	Balance due on 225 boxes coal, do. do.	22 50
		$629 35

178 *Intervention of Crescent City Ice Co. & acc't annexed.—Filed Dec'r 13th*, 1873.

MRS. A. M. F. SIMONDS, ADM'X. } *vs.* STEAMBOAT JOHN T. MOORE. } No. 10280. In admiralty.

To the hon. the judge of the United States district court for the fifth and eastern district of Louisiana.

The intervening libel of the Crescent City Ice Company, a corporation existing under the laws of this State, having its domicile in the city of New Orleans, and represented by its president, John F. Kranz, against the steamboat John T. Moore, whereof Wm. T. Boardman is now or late was master, her engines, machinery, tackle, furniture, &c., now under seizure by virtue of admiralty process issued from this honorable court in the above cause, and against all persons claiming any interest in said vessel, in a cause of contract, civil and maritime, alleges as follows:

179 1st. That the steamboat John T. Moore, whereof W. T. Boardman is now or late was master, is a vessel of more than 800 tons burden, enrolled and licensed for the coasting trade, and was in the years 1873 & 1872 engaged in commerce and navigation on the Mississippi River and its tributaries, carrying freight and passengers for hire.

2nd. That on various dates in the years 1872 and 1873 the said steamboat John T. Moore, lying at the port of New Orleans, and designed on voyages on the navigable waters aforesaid, and being in need of supplies of ice for the use of said boat, and being without money, the master of

said vessel applied to and requested intervenor to furnish the same, and that intervenor, in compliance therewith, did, at the times in said years mentioned in the acc't hereto annexed, and at the prices and terms therein stated, furnish said supplies of ice, in all to the amount of nine hun-
180 dred and eighty-five dollars & forty-five cents, for which intervenor has been paid on acc't the sum of seven hundred & seventy-four $\frac{60}{100}$ dollars, a balance being still left due & unpaid to intervenor of two hundred and sixty $\frac{85}{100}$ dollars, as will all more fully appear by said detailed account annexed hereto, and made part hereof.

3. That said supplies furnished to said steamboat by intervenor for use of said boat were proper and necessary to enable said steamboat to prosecute her aforesaid voyages; that the prices charged were just and reasonable, and the usual ones charged at the time for same, and the master of said vessel has frequently recognized the correctness of said balance and promised to pay the same, yet has failed and neglected to do so.

4th. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of this honorable court.

181 Wherefore intervenor prays for process in due form of law, according to the practice of this hon. court in admiralty and maritime causes, against steamboat John T. Moore, her engines, etc., seized herein; that all parties in interest be cited to answer the matters aforesaid, and that this hon. court would be pleased to pronounce for intervenors' claim aforesaid, in said sum of two hundred and sixty $\frac{85}{100}$ dollars, interest and costs.

(Signed) W. G. MASSICOT.

(Signed) T. GILMORE & SONS,
Proctors.

Sworn to & subscribed before me this 13th December, 1873.
(Signed) J. A. CHARBONNET, *Dy Clk.*

182 *Account annexed to the above libel of intervention.*

NEW ORLEANS, *December* 1, 1873.

Steamboat John T. Moore, bought of Crescent City Ice & Co.

1872.				
April	30.	To 6,000 lbs. ice		60 00
May	2.	" 4,200		42 00
	31.	" 7,000		70 00
July	11.	" 2,200		22 00
	12.	" 6,000		60 00
August	3.	" hhds. stores		20 00
1873.				
Jan'y	18.	" 3,000 lbs. ice		30 00
Febr'y	5.	" 3,000		30 00
	20.	" 3,500		35 00
March	8.	" 4,000		40 00
	25.	" 4,300		43 00
April	12.	" 4,600		46 00
	26.	" 4,500		45 00
May	10.	" 4,850		48 50
	23.	" 5,100		51 00
June	10.	" 6,175		61 75
	11.	" 2,000		20 00

July	5.	" 7,200		72 00
	19.	" 9,150		91 50
August	2.	" 9,770		97 70
				$985 45

CREDIT.

1873.					
Febr'y	4.	By cash	$30		
	22.	" "	80		
March	10.	" "	35		
	25.	" "	40		
April	12.	" "	43		
May	9.	" "	261		
July	1.	" "	135	60	
Aug.	2.	" "	100		
					724 60
					$260 85

183 *Intervention of Hugh Williams.—Filed December 13th*, 1873.

U. S. district court, district of Louisiana. In admiralty.

AMANDA M. SIMONDS, ADM'X, }
vs. } No. 10280.
ST'MBOAT J. T. MOORE. }

To the honorable judge of the district court of the United States in and for the district of Louisiana, holding sessions in New Orleans.

Hugh Williams, of New Orleans, La., exhibits this his intervening libel against the steamboat John T. Moore, her boats, engines, tackle, &c., whereof William T. Boardman is, or lately was, master, now being in the custody of the marshal of the district aforesaid, under arrest in virtue of a warrent issued in the above-entitled case, and against all persons lawfully intervening for their interests therein, in a cause of contract, civil and maritime; and thereupon the said Williams doth allege and articulately propound as follows, viz:

First. That the said steamboat John T. Moore was at the time
184 when the repairs hereinafter mentioned were made in the port of New Orleans, Louisiana, owned by Charles Boardman.

Second. That on or about the 1st day of October, 1872, the said steamboat, then lying at the port of New Orleans, in the State of Louisiana, and within the admiralty and maritime jurisdiction of United States, the said William T. Boardman, master of said steamboat John T. Moore, represented to libellant that the said steamboat was in need of the repairs hereinafter mentioned, in order to render her seaworthy and competent to proceed on her intended voyage, and requested libellant and employed him to make such repairs; and that libellant, in pursuance of such request and employment, on the day and at the place last above mentioned, undertook and did repair the said steamboat by painting the same, which said repairs were of the value of fifteen hundred dollars, as agreed upon between libellant and said master. That of said
185 amount libellant has received the sum of thirteen hundred dollars, leaving ballance now due and owing to libellant the sum of two hundred dollars.

Third. That said painting was fully and faithfully executed by libellant, according to contract aforesaid, and was so done upon the credit of said steamboat, as well as of owner and master thereof, and was suitable, proper, and necessary, for the purpose of enabling said steamboat proceed with safety on her intended voyage.

Fourth. That the aforesaid sum of two hundred dollars balance is wholly unpaid and due to libellant, as is shown by annexed statement, made part hereof, and attested by said master, although libellant has often requested said William T. Boardman, master of said steamboat, to pay the same.

Fifth. That all and singular the premises are true and within admiralty and maritime jurisdiction of this honorable court.

186 Wherefore libellant prays leave to file this his intervening libel, that process issue therein according to law, and after due proceedings, that this honorable court would pronounce for the aforesaid demand of two hundred dollars, and decree the same, with interest at 5 % per annum from 1st October, 1872, until paid, and costs, out of the proceeds of said steamboat John T. Moore, and for such other and further relief and redress as to right and justice appertain and the court is competent to decree in the premises; and as in duty, &c.

(Signed) H. WILLIAMS.

(Signed) R. H. MARR.

Subscribed & sworn to before me on this 13th day of December, A. D. 1873.

[SEAL.] (Signed) J. G. EUSTIS,
U. S. Comm'r.

Bill annexed to the above libel.

NEW ORLEANS, *Oct.* 1, 1872.

St'r John T. Moore & owners to Hugh Williams, Dr.

187 For painting, as per contract, $1,500. Received on account, thirteen hundred ($1,300) dollars. Balance due two hundred dollars ($200.)

(Across the face:) Approved. W. T. Boardman, capt.

Intervention of Wilson & Fagan.—Filed December 15th, 1873.

AMANDA M. F. SIMONDS, ADMINISTRATRIX, }
vs. }
ST'R JOHN T. MOORE. }

To the honorable E. H. Durell, judge of the United States district court for the district of Louisiana:

The libel of intervention of Wilson and Fagan, a commercial firm residing and doing business in the city of New Orleans, and composed of John Wilson and William Fagan, against the steamboat John T. Moore, whereof William C. Boardman is now or late was master, now lying in the port of New Orleans, and under seizure by virtue of admiralty process issued from this honorable court in the above cause,

188 and against all persons claiming any interest in said vessel, in a cause of contract, civil and maritime, alleges as follows:

I. That the steamboat John T. Moore, whereof W. T. Boardman is now or late was master, is a vessel of more than 600 tons burden, enrolled

and licensed to pursue the coasting trade, and was in the years 1872 and 1873 engaged in commerce and navigation on the Mississippi and tributary rivers, principally between New Orleans and various ports and places on Red River, carrying freight and passengers for hire.

II. That the said steamboat John T. Moore was on various dates in said years 1872 and 1873 in the port of New Orleans, and designed on her aforesaid voyages, and being in need of various quantities and kinds of meats as supplies for her passengers, officers and crew, the master of said vessel applied to and requested your libellants to furnish the
189 same, and in compliance with said request your libellants did on various dates in said years 1872 and 1873 furnish said boat with various quantities and kinds of meats for the use of said boat, her passengers, officers, and crew, their bill for which amounts to the sum of thirty-one hundred and seventy eight $\frac{18}{100}$ dollars ($3,178.18), all of which will more fully appear by reference to the detail bill annexed and made part of this libel of intervention.

III. That the meat furnished by your libellants was necessary for the use of said boat, her passengers, officers and crew, and the prices charged are just, reasonable, and the usual prices charged at that time, and the master of said boat has frequently promised to pay for the same, yet fails & neglects so to do.

IV. That the said steamboat John T. Moore is now justly and truly indebted to your libellants in the full sum of thirty-one hundred
190 and seventy-eight $\frac{18}{100}$ dollars for supplies of meats furnished to said boat, as set forth in the detail bill annexed and made part hereof.

V. That all and singular the premises are true and within the admiralty and maritime jurisdiction of the United States and of this honorable court.

Wherefore libellants pray that this libel of intervention be filed, that process in due form of law and according to the course of this honorable court in cause of admiralty and maritime jurisdiction may issue against the said st'r John T. Moore, her tackle, apparel, machinery, and furniture, and that all persons claiming any interest in said vessel may be cited to answer the matters aforesaid, and after due proceedings had that this honorable court will be pleased to decree the payment of libellants' aforesaid claim with costs and interest, and libellants pray for such other and further relief and remedy as the nature of their case may require and this court is competent to give.

191 (Signed) BENTINCK EGAN, *Proctor.*
(Signed) WM. FAGAN.

Sworn to & subscribed before me this 15th Dec'r, '73.
(Signed) J. A. CHARBONNET, *D'y Clk.*

Bill annexed to the above.

Steamer John T. Moore & owners, in a/c with Wilson & Fagan, meat store, Dr.

1872.							
March	27.	To amount bill rendered					245 10
May	2	"	"	"	"		250 06
June	1	"	"	"	"		137 10
July	12	"	"	"	"		116 04
1873.							
Jan'y	18	"	"	"	"		210 81

Feb'y	5	To amount bill rendered.....	247 12
	20	" " " "	230 02
M'ch	8	" " " "	240 21
	25	" " " "	167 95
April	12	" " " "	175 30
	26	" " " "	184 65
May	10	" " " "	175 51
	23	" " " "	145 24
June	11	" " " "	162 90
July	5	" " " "	141 45
	19	" " " "	158 25
August	2	" " " "	190 47
		E. & O. E.	$3,178 18

192 *Intervention of Laurent Dumestre.—Filed December 15th, 1873.*

U. S. dist. court, dist. of La.

FOSTER & ROCKWOOD
vs.
ST'MB'T JOHN T. MOORE. } No. 10276.

To the honorable E. H. Durell, judge of the said court:

Laurent Dumestre, of New Orleans, exhibits this libel of intervention against the steamboat John T. Moore, now being in the custody of the marshal of the district aforesaid, under seizure in the above-entitled suit, her boats, tackle, apparel, furniture, boiler, engine, and machinery, and against all other persons lawfully intervening for their interests therein, in a cause of contract, civil and marine. And thereupon the said Laurent Dumestre doth allege and articulately propound as follows, to wit:

1st. That on or about the 8th day of April, 1870, and other dates stated in the annexed account ending upon the 29th day of August,
193 1873, and while the said steamboat John T. Moore was at the port of New Orleans, in the district aforesaid, the master of said steamboat represented to the libellant that the said steamboat stood in need of the supplies hereinafter mentioned, in order to render her competent to proceed on her intended voyages, and requested the libellant to furnish such supplies, and accordingly libellant did on the days and at the place above mentioned supply the said steamboat by delivering on board chickens and eggs; which supplies and the value thereof are truly and more particularly stated and described in the schedule or account hereunto annexed, and which amounts in the whole to $536.21.

2nd. That the said supplies were so furnished by the libellant on the credit of the said steamboat, as well as of the owners and the said master thereof, and were suitable, proper, and necessary.

3d. That the aforesaid sum of $536.21 still remains wholly
194 unpaid and due to the libellant, although the libellant has often requested the master of said steamboat to pay the same.

4th. That all and singular the premises are true.

Wherefore libellant prays that process of monition may issue to the marshal of the district aforesaid according to the course of courts of admiralty and the rules and practice of this honorable court in civil causes of admiralty and maritime jurisdiction, and that this honorable

court will pronounce for the libellants' aforesaid demand, and decree the same to be paid with costs.

(Signed) L. DUMESTRE.

(Signed) J. WARD GURLEY, JR.,
Proctor.

Sworn to & subscribed before me this 15th December, 1873.

(Signed) J. A. CHARBONNET, *D'y Clerk.*

Statement annexed to above.

195 *Statement.*

NEW ORLEANS, *October* 13, 1873.

Steamer John T. Moore to Laurent Dumestre, dealer in poultry, Dr.

1870.				
April	8.	To amount bill rendered		54 00
	15.	"		50 00
May	6.	"		41 75
	27.	"		36 25
June	3.	"		39 25
	10.	"		34 12
	26.	"		41 20
July	1.	"		39 25
	8.	"		37 88
	17.	"		31 50
1872.				
March	7.	"		12 75
	27.	"		17 87
May	2.	"		31 62
June	1.	"		13 02
July	12.	"		13 50
1873.				
July	25.	"		17 75
July	18.	"		16 50
Aug.	15.	"		26 00
	29.	"		32 00
				$583 21

Appraiser's & marine inspector's report, &c.—Filed December 13, 1873.

U. S. circuit & district courts.

136 (H. G. Heartt, chief U. S. C. app'r and his assistants.)

APPRAISER'S DEPARTMENT,
New Orleans, Dec'r 4th, 1873.

A. M. F. SIMONDS
vs.
IRON S. B. JNO. T. MOORE. } No. 10280.

District court.

The court appraiser, or his assistants, will proceed to appraise the be-

low-described property, and make their report to the court in accordance with the rules and regulations provided for previous to the sale.

(Signed) J. S. WHITAKER, *Proctor.*
R. W. MARR, *Proctor.*
CHA'S LINGAM, *Proctor.*
FINNEY & MILLER, *Proctors.*

MRS. AMANDA M. F. SIMONDS, EXECUTRIX, *vs.* ST'R JOHN T. MOORE, HER TACKLE, ETC. } No. 10280.

In the United States district court for the district of Louisiana.

By virtue of a writ of venditioni exponas to me directed in the above-entitled suit, I will proceed to sell to the highest bidder, on Wednesday, December 17th, 1873, at twelve o'clock m., at the main entrance
197 of the custom-house, on Canal street, between Peters and Old Levee streets, in this city, the following described property, viz, the iron steamer John T. Moore, her tackle, etc., as she now lies near the Gretna ferry.

Terms—cash on the spot.

United States marshal's office, New Orleans, December 5, 1873.

S. B. PACKARD,
U. S. Marshal.

Appraiser's report.

(H. G. Heartt, chief U. S. C. app'r & his assistants.)

U. S. circuit & district courts.

APPRAISER'S DEPARTMENT,
New Orleans, Dec'r 4th, 1873.

MRS. AMANDA M. F. SIMONDS *vs.* IRON STEAMBOAT JOHN T. MOORE. } No. 10280.

To the honorable district court for the eastern district of Louisiana:

We, the undersigned appraisers to this honorable court, duly appointed and sworn, have the honor to report that on the 12th day
198 of December, 1873, we proceeded to inspect the below-described property, for the purpose of ascertaining its value at this time, and, after a careful and thorough examination, find that the present cash value is as set opposite the property below in U. S. currency.

DESCRIPTION.

Hull.

The splendid iron hull steamboat John T. Moore, Captain Cha's J. Boardman, was built at Cincinnati, Ohio, for the Red River trade, in November, 1870, is 720 64-100 tons burden, is an outside stern-wheel boat, double skagg stern, 4 rudders, square knuckle, with foot-hooks from end to end, two bulkheads from end to end, five thwart-ship bulkheads, making eleven water-tight compartments.

This boat hull is built entirely of iron, except the decking plank and stanchions in the hold. The iron on her bottom is one-half inch thick forward and $\frac{3}{8}$ of an inch thick aft. She is well fastened, staunch,
199 strong, and in good order, draws $2\frac{1}{2}$ feet forward, light, and cost over $110,000 to build.

Engine, boilers, &c.

She has two non-condensing engines, $22\frac{3}{4}$ inches in diameter, 6 feet stroke; 2 feed pumps and 1 independent steam pump, 3 Babcock fire-extinguishers. She has 4 high pressure boilers, 26 feet long, 38 inches in diameter, boilers built by Jas. Mitchell, Louisville, Ky.; copper steam pipes, 3 good double-acting fire pumps, principal fire pump worked by steam by a donkey pump; has a very large doctor engine, forge anvil to blacksmith shop, fire buckets, 64 life-saving floats, 56 life preservers, 3 life boats (2 wood, 1 metal); office, bar, and barbershop well furnished; 1 iron chest, clock, 5 splendid chandeliers, cabin furniture of cut velvet; has an immense large gilded bell made by B. F. Lennon, New Albany, Indiana, weighing about 1,800 pounds; is well furnished throughout; carries about 2,200 bales of cotton; can be seen and examined
200 previous to sale by taking the Jackson street cars and ferry to Gretna opposite to New Orleans.

This steamer has been deprived of anchors and chains, and her piano has been taken from the cabin, also her silver-plated ware; they may have been stored for safe keeping; and we value the above steamer, in the present state of the money market (she being sold for cash), and also the present state of the Red River trade, at forty thousand dollars ($40,000).

(Signed) H. G. HEARTT,
U. S. C. Appraiser, New Orleans.

(Signed) J. T. URE,
Capt., Marine Inspector, &c.

Rule to dismiss injunction.—Extract from the minutes of Dec. 20th, '73.

MRS. A. M. F. SIMONDS
vs. } No. 10280.
ST'R JOHN T. MOORE.

On motion of B. Egan, proctor for Amanda M. F. Simonds, libellant in the above cause, it is ordered by the court that the Swift's Iron & Steel Works & C. J. Boardman show cause, on 24th inst., at 11 a. m., why the injunction issued in suit No. 1350 of the bankrupt docket should not be rescinded and annulled as having been granted in error.

201 *Order.—Rule renewed.—Extract from the minutes of January 10th* 1874.

A. M. F. SIMONDS
vs. } No. 10280.
ST'R JOHN T. MOORE.

On motion of B. Egan, proctor for libellants, ordered that the rule taken on 20th December last be renewed and reassigned for Monday, 12th inst., at 11 a. m., & that the parties in interest be notified thereof.

Order decreeing sale of boat.—Extract from the minutes of Jan'y 10, '74.

AMANDA M. F. SIMONDS
vs.
STEAMER JOHN T. MOORE. } No. 10280.

The rule of 20th December last came up agreeably to order. Present, Randolph, Singleton & Brown, J. McConnell, Breaux, Fenner and Hall, & A. de B. Hughes. When, after hearing argument of counsel, it is ordered by the court that the rule be made absolute, that the injunction
202 issued at the suit of the Swift's Iron and Steel Works vs. C. J. Boardman, No. 1350 of the bankrupt docket, be dissolved, and that the steamer John T. Moore, her tackle, apparel, & furniture, be sold by the marshal under the admiralty process issued in the suit of Mrs. A. M. F. Simonds vs. said steamer, No. 10280 of the docket.

It is further ordered that said sale be made after ten days' advertisement, and that the proceeds be deposited in the registry and held subject to the further order of the court.

Intervention of A. D. Finley & Co.—Filed January 26th, 1874.

AMANDA M. F. SIMONDS, ADMINISTRATRIX.
vs.
ST'R JOHN T. MOORE.

To the honorable E. H. Durell, judge of the United States district court for the district of Louisiana:

203 The libel of intervention of A. D. Finley & Co., residing and doing business in the city of New Orleans, against the steamer John T. Moore, whereof Wm. T. Boardman is now or late was master, under seizure by virtue of admiralty process issued from this honorable court in the above cause, and against all persons claiming any interest in said vessel, in a cause of contract civil and maritime, alleges as follows:

1st. That in the months of March, June, July, and August, 1873, the steamer John T. Moore, whereof W. T. Boardman is now, or late was, master, was laying in the port of New Orleans, and designed on various voyages on the Mississippi and tributary rivers, and being in need of supplies of milk for the use of the passengers, officers, and crew of said vessel, the master of said vessel applied to and requested your libellants to furnish the same, which they did on various dates in said months as set forth in the detail bill annexed and made part hereof.

204 II. That said st'r J. T. Moore is now justly and truly indebted to your libellants in the full sum of forty-one dollars for milk sold and delivered to said vessel and used on her as supplies, all of which will more fully appear from the detail bill annexed and made part hereof; that the prices charged are just and reasonable, and said milk was necessary for the use of said boat.

III. That all and singular the premises are true.

Wherefore libellants pray that this libel of intervention be filed, and that process in due form of law, and according to the course of this honorable court in causes of admiralty and maritime jurisdiction, may issue against said st'r J. T. Moore, her tackle, etc., and that all persons claiming any interest in said vessel may be cited to answer the matters aforesaid, and after due proceedings had that this hon. court will be

pleased to decree the payment of their aforesaid claim with costs,
205 and libellants pray for general relief.

(Signed) BENTINCK EGAN,
Proctor.
A. D. FINLEY.

Sworn to & subscribed before me Jan'y 26th, 1874.
(Signed) K. LOEW, *U. S. C.*

Bill referred & annexed to above.

NEW ORLEANS, *Dec.* 1, 1873.

St'r J. T. Moore to A. D. Finley & Co., Algiers Dairy, Dr.

March	8.	Am't of bill rend			16 00
June	11.	"	"	"	10 00
July	5.	"	"	"	7 50
Aug.	2.	"	"	"	7 50
					$41 00

Intervention of Vatter & Blank.—Filed January 28th, 1874.

MRS. AMANDA M. F. SIMONDS
vs.
STEAMBOAT JOHN T. MOORE.

To the honorable E. H. Durell, judge of the United States district court for the district of Louisiana:

206 The libel of intervention of Vatter & Blank, a commercial firm, composed of Frank Vatter and John Blank, residing and doing business in the city of New Orleans, against the steamboat John T. Moore, whereof William T. Boardman is now, or late was, master, under seizure by virtue of admiralty process issued from this honorable court in the above cause, and against all persons claiming any interest in said vessel, in a cause of contract, civil and maritime, alleges as follows:

That said steamboat John T. Moore is justly and truly indebted to your libellants in the full sum of forty-five $\frac{10}{100}$ dollars as per schedule annexed marked "A," for this, to wit, that it was agreed between libellants and agents or proper representatives of the steamboat John T. Moore that they would carry from the port of New Orleans to the port of Shreveport one bbl. Maga. whiskey to be delivered to Wm. Cutress, in like good order as when shipped, upon condition that said Wm.
207 Cutress should pay freight on delivery; that in pursuance of said agreement libellants did ship said bbl. of Mag. whiskey; that on the arrival of the st'r John T. Moore at the port of Shreveport said bbl. of whiskey was duly delivered to Wm. Cutress; that said Wm. Cutress paid to the proper officer of the st'r John T. Moore the sum of forty-five $\frac{10}{100}$ dollars, being the price of said bbl. of whiskey, and paid freight for the transportation of the same.

Libellants allege that they have made amicable demand and that payment has been refused.

Wherefore libellants pray that their libel of intervention be filed and that process in due form of law and according to the course of this honorable court in causes of admiralty and maritime jurisdiction may issue against said st'r John T. Moore, her tackle, etc., and that all persons

claiming any interest in said vessel may be cited to answer the matters aforesaid, and after due proceedings had that this honorable
208 court will be pleased to decree the payment of their aforesaid claim with costs, and libellants pray for general relief.

(Signed) FRANK VATTER.
(Signed) CLARKE, BAYNE & RENSHAW,
Proctors.

Sworn & subscribed before me on this 28 January, '74.
(Signed) J. A. CHARBONNET.

Schedule A, annexed to above libel.

Shipped in good order and condition by Vatter & Blank on board the good steamboat called the John T. Moore, now lying at the port of New Orleans, the following articles, which are to be delivered without delay in like good order at the port of Shreveport, La. (unavoidable dangers of river and fire only excepted), unto Wm. Cutress, esq., or assigns, he or they paying freight for the said goods at the rate of C. O. D. $45.10.

In witness whereof the master, clerk, or agent of the said boat hath affirmed to 3 bills of lading in duplicate, dated at New Orleans July 5th, 1873.

209 Marks: Wm. Cutress, Shreveport, La. C. O. D., $45.10.
Articles: One bbl. Magn. whiskey.

BRITTON & EPPLER,
P. EVANS.

B't returns the above f't if unable to collect "C. O. D.," and delivers fr't to shippers upon their paying double fr't.

Order of reference.—Entered & filed Jan'y 31st, 1874.

United States district court.

AMANDA M. F. SIMONDS
vs.
ST'R JOHN T. MOORE.

On motion of Bentinck Egan, proctor for libellant in this cause, and on suggesting to the court that the steamboat John T. Moore, herein libelled, has been sold by virtue of admiralty process issued from this honorable court in the above cause, that her proceeds are now in the registry of the court, that there are a large number of intervening libels filed against the boat, amounting to much more than the
210 proceeds of said vessel amounts to:

Therefore it is ordered by the court that this cause be referred to Commissioner J. W. Gurley, esq., to report upon a tableau of distribution of the proceeds of said vessel as soon as the testimony shall have been taken.

Intervention of Mariano & Co.—Filed Feb'y 4, 1874.

U. S. dist. court, district of Louisiana. In admiralty.

AMANDA M. SIMONDS
vs.
ST'R JOHN T. MOORE, CAPT. & OWNERS.

The libel of intervention of Frank Mariano & Co., a commercial firm

domiciliated and doing business in the city of New Orleans, against the steamboat John T. Moore, whereof Wm. T. Boardman is now or lately was master, her boats, tackle, engines, and furniture, now being in the custody of the marshal of the district aforesaid under seizure by virtue of admiralty process issued from this honorable court in the above
211 entitled cause, and against all persons intervening for their interest in said vessel in a cause of contract, civil and maritime, alleges as follows:

1°. That the steamboat John T. Moore, whereof Wm. T. Boardman is now, or lately was, master, is a vessel of over 100 tons burden, enrolled and licensed to pursue the coasting trade, and was, during the years of 1872 and 1873, engaged in commerce and navigation on the waters of the Mississippi and its tributaries, carrying freight and passengers for hire.

2°. That at various times and dates during the years of 1872 and 1873, the said boat, then lying in the port of New Orleans, and about to proceed on her voyages, libellant furnished to said boat supplies to be used on said voyages, which said supplies were received and used by said boat, all of which, both as to dates, kind, and prices, will more fully and at large appear by reference to detailed bill hereto annexed for greater certainty, and made part hereof, and which shows one
212 hundred and eleven dollars due.

3°. That said supplies were necessary for the use of said boat, and the prices charged for the same just and reasonable, and the usual prices charged at the time; and the whole amount due, to wit, one hundred and eleven dollars, is still unpaid, though the officers of said boat have repeatedly promised to pay the same.

4°. That all and singular the premises are true.

Wherefore, the premises considered, libellants respectfully pray leave to file this intervening libel, that process issue thereon according to law, and that after due proceedings, that this honorable court will pronounce for the aforesaid demand of one hundred & eleven dollars and costs out of the proceeds of said steamboat John T. Moore, and for such other and general relief as to right and justice appertains and the court is competent to grant in the premises, and as in duty bound, &c.

FRANK + MARIANO.

H. H. BRYAN, JR., *Proctor.*

213 Sworn to & mark*ed* affixed before me Feb'y 4th, 1874.

(Signed) J. A. CHARBONNET, *D'y Ck.*

Bill annexed to above.

NEW ORLEANS, *Oct.* 17, 1873.

Steamer John T. Moore, bought of Frank Mariano & Co., Crescent City Oyster Depot.

1872. To balance on a/c from M'ch 6th		87 90
1873.		
April 12. 200 in port		1 40
" 1,000 loose oysters		7 00
26. 1 doz. cans "		7 00
" 1,200 loose "		8 40
		$111 00

Intervention of D. C. McCan & Son.—Filed February 4th, 1874.

AMANDA M. F. SIMONDS
vs.
ST'R JOHN T. MOORE.

To the honorable E. H. Durell, judge of the United States district court for the district of Louisiana:

The libel of intervention of D. C. McCan & Son, a commercial
214 firm, composed of David C. McCan and Charles P. McCan, residing and doing business in the city of New Orleans as foundrymen, against the proceeds of the steamboat John T. Moore, whereof W. T. Boardman late was master, now in the registry of this honorable court, and against all persons claiming any interest in the proceeds of the sale of said vessel, in a cause of contract, civil and maritime, alleges as follows:

I. That the steamboat John T. Moore, whereof Wm. T. Boardman late was master, is a vessel of more than 600 tons burden, enrolled and licensed to pursue the coasting trade, and was, in the years 1871, 1872, and 1873, engaged in commerce and navigation on the Mississippi and tributary rivers, carrying freight and passengers for hire.

II. That on said steamboat John T. Moore being in the port of New Orleans on various dates in said years, and designed on her
215 aforesaid voyages, and being in need of various descriptions of foundry work and materials, the master and other proper officers of said vessel applied to and requested your libellants to furnish the same, which libellants did furnish on various dates in said months to the amount of fourteen hundred and eighty-four $\frac{84}{100}$ ($1,484.11), all of which will more fully appear by reference to the detailed bill annexed and made part of this libel of intervention.

III. That the said steamboat John T. Moore is now justly and truly indebted to your libellants in the full sum of fourteen hundred and eighty four $\frac{11}{100}$ dollars, for foundry work and materials of various descriptions furnished by them to said vessel on various dates in the years 1871, 1872 and 1873, all of which will more fully appear by reference to the detailed bill annexed and made part of this libel of intervention; that the prices charged for the same are just and reasonable and
216 the usual prices charged at the time; and said work and materials were necessary for the use of said boat to make her river-worthy and enable her to prosecute her aforesaid voyages, and the master of said boat has frequently promised to pay the same, yet has failed and neglected so to do.

IV. That said steamboat John T. Moore has been seized and sold by virtue of admiralty process issued from this honorable court in the above cause, and her proceeds are now in the registry of the court.

V. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of the United States and of this honorable court.

Wherefore libellants pray that this libel of intervention be filed, that process in due form of law and according to the course of this honorable court in causes of admiralty and maritime jurisdiction may issue against the proceeds of the said st'r John T. Moore now in the registry of this honorable court, and that all persons claiming any
217 interest in the same may be cited to answer the matters aforesaid; and, after due proceedings had, that this honorable court will be pleased to decree the payment of libellants' aforesaid claim out

of said proceeds, with costs and interest, and libellants pray for general relief.

(Signed) BENTINCK EGAN,
Proctor.

(Signed) C. P. McCAN.

Sworn to & subscribed before me Feb'y 4, '74.
(Signed) K. LOEW,
U. S. C.

Bill annexed to above libel.

NEW ORLEANS, 31 *Dec.*, 1873.

St'r John T. Moore & owners, bo't of D. C. McCan & Son, iron & brass founders.

218	2 new wro't tillers, including offsetting & altering eyes of same, 605 lbs., 25	151	25
	" 2 old tillers, 6.00	12	00
	1 wro't square collar for socket	2	50
	2 long ring-bolts, 2.00	4	00
	2 wheel-wrenches, 2.50	5	00
	2 $\frac{5}{8}$ bolts, 25		50
	Drayage	1	50
	5 fusible plugs, 1.50	7	50
	Putting 4 plugs in main boiler flues & in doctor boiler flue	3	
	12 $\frac{3}{4}$ wheel-stirrups, 65 lbs., 12$\frac{1}{2}$	8	13
	3 cast-iron fire-door sides, 48 lbs., 7	3	36
	3 wro't fire-hooks, 45 lbs., 15	6	75
	4 $\frac{5}{8}$ gin bolts, to order, 30	1	20
	Drayage		50
	4 c-iron valve-caps, 80 lbs., 7	5	60
	Turning, facing, drilling, and tapping same, 2.50	10	00
	4 $\frac{3}{4}$ check-bolts with lock-nuts, 1.00	4	00
	Patterns for valve caps	1	00
	2 pairs c-iron steam-flanges, 80 lbs., 7	5	60
	Drilling, fitting up, & bolts for same, 2.00	4	00
	Patterns for same	1	50
	$\frac{1}{4}$ day mechanical labor on board, 6.00	1	50
	Drayage		50
	4 $\frac{5}{8}$ button-head bolts, 30	1	20
	2 large strap-bolts with clip, 40 lbs., 25	8	
	2 $\frac{5}{8}$ screw bolts for straps, 30		60
	5 fire front linings, 845 lbs., 5$\frac{1}{2}$	46	48
	1 wro't wrist for doctor-beam, finished	6	
	Piecing out 2 hand-hole plate-arches, 75	1	50
	1 brass slide-valve, 5 lbs., 50	2	50
		$307	17
219		307	17
	Planing & finishing same	2	50
	Pattern for same	2	50
	4 $\frac{3}{4}$ bolts with 3 hex. nutseach, 50	2	00
	1 tin manhead bolt	1	25
	12 split keys, 25	3	00

2 wro't keys for fly-wheel on freight hoister, 75	1 50
1 wro't crank for valve motion on freight hoister fitted up	10 00
Drayage	50
12 ⅝ circle bolts, 30	3 60
2 long ⅝ bolts, 22 lbs., 15	3 30
2 ⅞ stirrups with clips, 30 lbs., 15	4 50
12 ⅝ circle bolts, 30	3 60
4 cane bracket boxes, 50	2
Pattern for same	1
Piecing, turning, & chasing thread on slide valve stem for nigger	3 50
1 cast steel stud bolt for donkey-pump, turned & chased	5
3 manhead gaskets, 25 lbs., 25	6 25
10 lbs. patent cement, 50	5 00
6 ¾ spring bolts, turned & chased, 3.00	18 00
2 1-in. plugs, 10	20
1 fusible plug	1 50
4 wro't clamps for cylinder heads, 1.50	6 00
1 " finished wrist for doctor beam	6 00
Reaming out hole for same	2 50
2 wro't bands for rudder stock, 1.25	2 50
1 clinch bolt wrench	1 50
1 wro't strap & 1 stage hook with holes drilled, 35 lbs., 20	7
12 ¾ wheel stirrups, 62 lbs., 12½	7 75
Straightening tiller and enlarging eye of same	4 00
Drayage	1
2 cylinder cocks chased, 2.50	5 00
2 brass mud valves & 2 seats, 12 lbs., 50	6 00
Turning & fitting same, 2.50	5 00
1 ¾ stud bolt & hex. nuts	1 00
Forward	443 12

220	Forward	443 12
	1 1½ set screw threads, chased	1 50
	2 small wro't wedges, 15	30
	1¼ day mechanical labor on board, 6.00	7 50
	1 12 in. file	1 25
	2 brass treddle levers for pilot house, 9 lbs., 50	4 50
	Drilling same	1
	Patter' for same	2 50
	4 cast iron lever weights, 152 lbs., 7	10 64
	Drilling same & fitting set screws, 2.00	8 00
	Patter' for same	2 50
	1 manhead bolt	1 50
	Piecing out 2 manhead bolts, 1.00	2 00
	8 d'ble grate bars, 438 lbs., 4½	19 71
	2 follower handles, chased, 1.50	3
	Facing & turning 1 follower	8
	Putting dowel key in 1 expansion ring	1 25
	3 days' mechanical labor on board, refitting & grinding packing, 6.00	18
	12 ½x10-in. screw bolts, 25	3
	Drayage	1
	Piecing out 1 follower bolt with new thread & nut	1
	1 new follower bolt	1 50

Putting new square end on rudder stock, fitting tiller on same, & riveting on 1 rudder iron	50	
Drayages	5	00
2 d'ble grate bars, 285 lbs., 4½	12	83
Drayage		50
4 cast iron *shieves*, 36 lbs., 7	2	52
Boring same, 50	2	
	615	62
221	615	62
2 ¾-in. button head bolts, 50	1	
4 rudder irons, 25.00	100	
16 ¾ bolts, 20c	3	20
12 " rivets, 15	1	80
2 rudder pins, 2.00	4	00
8¼ days' mechanical labor, taking off old rudder irons & putting on new, 6.00	49	50
Drayage		50
3 ¾ stud bolts for steam-pipe, 60	1	80
12 wro'*te* plates for quarter box liners, 32 lbs., 15	4	80
Putting wro't pieces on ends of 4 quarter boxes, 2.50	10	
1 ⅝ set bolt		50
Drayage		50
12 ¾ wheel stirrups, 65 lbs., 12½	8	13
8 d'ble grate bars, 1,128 lbs., 4½	50	76
Drayage		50
47 d'ble grate bars, 4,300 lbs., 4½	193	50
2 drayages	1	
Piecing out 1 rudder stock with square end and shrinking wro't collar on same	30	
Repairing, straightening, & offsetting 1 wro't tiller	12	
Fitting tiller to stock	2	50
1 1⅛-in. rudder pen*tel* bolt, 24 lbs., 15	3	60
3 drayages	1	50
Overhauling & adjusting 1 whistle	3	
1 cast iron cam rod guide bracket, 106 lbs., 7	7	42
Drilling and fitting up same and cutting slot holes	5	
Pattern for same	10	
1 1¾ screw end with 2 nuts for cam rod	3	
¼ day mechanical labor, drilling holes in tiller, 6.00	1	50
Drayage		50
4 wro't circles with holes drilled and countersunk for tiller guide, 102 lbs., 20	20	40
Forward	1,147	53
222 Forward	1,147	53
36 $\frac{5}{16}$ countersunk head bolts for same, 10	3	60
Drayage		50
4 fusible plugs, 1.50	6	
1 wing & 3 middle fire front linings, 754 lbs., 6.00	45	24
Drayage		50
4 wro't knees for tiller guide *shieves* with holes drilled, 2.00	8	
2 long ½-in. bolts, 40		80
Piecing out, altering, & drilling 2 derrick bands, 6.00	12	

1 ¾ ring-bolt	1 25
Drayage	50
1 cast iron cavil, 19 lbs., 7c	1 33
Drilling same	50
2 lead manhead gaskets, 16 lbs., 25	4
2 cast iron spur pinions for capstan, 230 lbs., 7	16 10
Boring & cutting keyseats in same, 5.00	10
Pattern for same	15
Drayage	50
Altering bend in tiller	5
2 drayages	1
4 d'ble grate bars, 368 lbs., 4½	16 56
Drayage	50
8 wro't wedges for quarter boxes, 2.00	16
3 lbs. sheet copper, cut to order, 35	1 05
2 brass journal boxes for doctor beam, 12 lbs., 50	6
Pattern for same	3
8 wro't wedges for same, 2.00	16
	1,338 46

223

	1,338 46
2 wro't straps & 1 clip, 38 lbs., 15	5 70
5 long ⅞ & 2 ¾ screw bolts, 40	2 80
Facing blow off valve & seat	1
Chasing thread, fitting lock, nuts, & washer on donkey piston rod	2
1 wro't strap for rudder coupling	3
Drayage	50
1 cast iron piston head, 295 lbs., 7	20 65
2 brass packing rings with metal'ic, 144 lbs., 50	72
Turning & facing same, 15	30
Scraping & fitting up same	8
	$1,484 11

Intervention of M. E. Hill.—Filed Febr'y 9th, 1874.

United States dist. court, district of Louisiana. In admiralty.

AMANDA M. SIMONDS, ADM'X,
vs.
ST'R JOHN T. MOORE, CAPTAIN, & OWNERS. } No. 10280.

To the honorable judge of the district court of the United States in and for the district of Louisiana:

The libel of intervention of M. E. Hill, of the city of New Orleans, against the steamboat John T. Moore, whereof W. T. Boardman is now or lately was master, her tackle, apparel, machinery, and
224 furniture, now under seizure by virtue of admiralty process issued from this honorable court in above cause, and against all persons intervening for their interest in said vessel in a cause of contract, civil and maritime, alleges as follows:

1°. That the steamboat John T. Moore, whereof Wm. T. Boardman is now or lately was master, is a vessel of over 100 tons burden, enrolled and licensed to pursue the coasting-trade, and was engaged in commerce

on the mississippi and its tributaries during the years 1870, 1871, 1872, and 1873, carrying passengers and freight for hire.

2°. That on or about the first day of December, 1870, the said boat then lying in the port of Louisville, Kentucky, the said master, for himself and for the owners, employed libellant as a watchman on board said boat, agreeing to pay him for his services as such the sum of ($60) sixty dollars per month; that in pursuance of said agreement libellant
225 went on board said boat as watchman, and remained on board and performed said services for the space of two months, to wit, from the1st day of December, 1870, to the 1st day of February, 1871, thus earning the sum of one hundred and twenty dollars for his said services, which said sum is still due and unpaid.

3°. That on or about the 10th day of August, 1871, the said boat John T. Moore, then lying in the port of New Orleans, State of Louisiana, the master and owners of said boat employed libellant as watchman on board said boat, agreeing to pay him for his services as watchman the sum of one hundred and twenty dollars per month; that in pursuance of said agreement and contract libellant went on board as watchman, and remained on board and performed services in said capacity for the space of three months, to wit, from the 10th day of August, 1871, until the 9th day of November, 1871, thus earning for his said services
226 rendered as aforesaid the full sum of three hundred and sixty dollars, which said amount is still due and unpaid.

4°. That on or about the 17th August, 1872, the said boat John T. Moore, then lying in the port of New Orleans, the master and owners of said boat employed libellant as watchman on board said boat, agreeing to pay him for his services as watchman the sum of one hundred and twenty dollars per month; that in pursuance of said agreement and contract libellant went on board said boat as watchman, & remained on board and performed services in said capacity for the space of five months, to wit, from the 17th day of August, 1872, until the 17th day of January, 1873, thus earning for his said services rendered as aforesaid the full sum of six hundred dollars, which said amount is still due and unpaid.

5°. That he truly and faithfully performed his duty as watchman on said boat at and during the time he was employed on board, and
227 that his services were absolutely necessary for the preservation and care of said boat during said time aforementioned, and that he has never been paid the amount so earned by him, though he has repeatedly demanded the same.

6°. That all the statements and allegations herein contained are true.

Wherefore libellant prays leave to file this his intervening libel, that process issue thereon according to law, and that after due proceedings that this honorable court will pronounce for the aforesaid demand of libellants, with interest from date of this demand and costs, out of the proceeds of said steamboat John T. Moore, and for such other and further relief as to right and justice appertains and the court is competent to grant in the premises; and as in duty, &c.

(Signed) M. E. HILL.
(Signed) R. H. MARR.
H. H. BRYAN, Jr.,
Proctors.

228 Sworn to & subscribed before me Feb'ry 9th, 1874.
(Signed) K. LOEW, *U. S. C.*

Bill annexed to above libel.

NEW ORLEANS, *Feb'ry* 4, 1874.

St'r John T. Moore to M. E. Hill, Dr.

For services as night watchman, @ $60 per month, from Dec. 1, 1870, to Feb'y 1, 1870	$120 00
For services as day watchman, painting, & repairing boat, @ $120 per month, from Aug. 10 to Nov. 9, 1871	360 00
From Aug. 17, 1872, to Jan. 17, 1873	600 00
	$1,080 00

Rule.—Filed Feb'y 9th, 1874.

U. S. district court.

AMANDA M. F. SIMONDS
vs.
ST'R JOHN T. MOORE.

On motion of Bentinck Egan, proctor for libellant in the above cause, and on suggesting to the court John T. Moore & Co. and Wm. T.
229 Boardman, late master of the steamboat John T. Moore, have in their possession and under their control a large quantity of furniture, bedding, linnen, head-lights, crockery, tableware, carpets, curtains, tarpaulins, and other tackle, apparel, and furniture belonging and appertaining to the said steamboat John T. Moore, that the same were not seized or sold by the marshal in this cause though the process was directed against them, and that said John T. Moore & Co. and Wm. T. Boardman have neglected and refused to surrender them to the marshal.

Therefore, it is ordered by the court that the said John T. Moore & Co. and Wm. T. Boardman do show cause on Friday, 20 inst., at 11 a. m., why they should not surrender and deliver up said articles to the marshal to be sold under the admiralty process issued from this court in the above cause.

230 *Intervention of Ja's Wymer.—Filed February 9th*, 1874.

District court of the United States for the dist. of La.

AMANDA M. F. SIMONDS, ADM'X SUCCESSION of John S. Simonds, dec'd,
vs.
ST'MB'T JOHN T. MOORE.

The libel and intervention of James Wymer, who resides in New Orleans, against the steamboat John T. Moore, whereof Wm. T. Boardman was late master, her boats, tackle, apparel, and furniture, and against the proceeds thereof now in the registry of this court, by virtue of admiralty process issued against said steamboat in the above-entitled cause, and a sale thereof by the United States marshal under an order from this honorable court in said suit and against all persons lawfully intervening for their interest therein in a cause of contract, civil and maritime, alleges:

I. That in the months of March, April, May, June, July, and
231 August, 1873, the said steamboat whereof said W. T. Boardman was then master, being and lying the port of New Orleans, in the district aforesaid, and designed on various voyages on the Mississippi and its tributary rivers, between said port of New Orleans and various ports in said rivers, and standing in need of supplies of soap, charcoal, & alcohol necessary and proper to enable her to prosecute said voyages and properly to carry on the business of commerce and navigation between the said ports in which she was then engaged, the said master & L. Walden, the clerk of said boat, applied to libellant and requested him to furnish said supplies, which libellant did at the various dates and to the amounts set forth in the Schedule A hereto annexed and made part hereof, the total amount thereof being $260.30, as appears from said schedule.

II. That libellant has received on account of said claim the sum
232 of $112.00 as shown by the credits on said schedule, and that the balance of $148.30 is still wholly due and unpaid, although libellant has repeatedly demanded the same from the master and clerk of said boat.

III. That said supplies were furnished upon the credit of said boat as well as of the master and owners thereof, and were necessary and proper to enable her to prosecute her said contemplated voyages, and that the charges for the same are customary and reasonable.

IV. That all and singular the premises are true and within the admiralty and maritime jurisdiction of this honorable court.

Wherefore libellant prays that process in due form of law and according to the course of this honorable court in causes of admiralty and maritime jurisdiction may issue against the said proceeds now in the registry of this honorable court, and that all persons claiming any
233 right, title, or interest therein be cited to appear and answer all and singular the matters aforesaid, and after due proceedings that this honorable court would be pleased to decree in favor of libellant for the full amount of his said claim, interest, & costs, and order the same to be paid from the said proceeds now in the registry of the court, and that libellant may have such further order & relief as in law and justice he may be entitled to received.

(Signed) JAMES L. WYMER.

(S g'd) LEOVY, MONROE & HART,
Proctors.

Sworn to and subscribed before me this 9th February, 1874.
(Signed) J. A. CHARBONNET,
Dy Ck.

Schedule A annexed to above.

234 NEW ORLEANS, *Feb. 5th*, 1874.

Steamboat John T. Moore & owners to James L. Wymer, Dr.

1873.							
March	7.	To amount bill rendered					88 55
"	25.	For soap, charcoal, & alcohol					31 50
April	"	"	"	"	"		31 50
"	26.	"	"	"	"		24 00

May	10.	For soap, charcoal, & alcohol					25 00
"	23.	"	"	"	"		21 75
June	10.	"	"	"	"		31 50
July	5.	"	"	"	"		25 00
"	19.	"	"	"	"		29 50
Aug.	12.	"	"	"	"		32 50
							$260 30

CR.

Aug.	2.	By am't rec'd on a/c		$70 00	
"	"	"	"	42 00	112 00
		Amount due			$148 30

Intervention of Joseph A. Brown.—Filed Febr'y 13th, 1874.

AMANDA M. F. SIMONDS
vs.
ST'R JOHN T. MOORE.

To the honorable E. H. Durell, judge of the United States district court for the district of Louisiana:

235 The libel of intervention of Joseph A. Brown, residing and doing business in the city of New Orleans as a lumber merchant, against the proceeds of the steamboat John T. Moore, whereof Wm. T. Boardman late was master, now in the registry of this honorable court, and against all persons claiming any interest in the proceeds of said vessel in a cause of contract, civil and maritime, alleges as follows:

I. That the steamboat John T. Moore, whereof Wm. T. Boardman late was master, is a vessel of more than 500 tons burden, enrolled and licensed to pursue the coasting trade, and was in the years 1871, 1872, 1873 engaged in commerce and navigation between New Orleans and various ports and places on the Mississippi and tributary rivers, carrying freight and passengers for hire.

II. That said steamboat being in the port of New Orleans on various dates in said years and designed on her aforesaid voyages and
236 being in need of various quantities and descriptions of lumber to make repairs to the said vessel, the master requested your libellant to furnish the same, which libellant did on various dates in said months to the amount of four hundred & ten $\frac{68}{100}$ dollars, all of which will more fully appear by reference to the detailed bill annexed and made part hereof.

III. That the steamboat John T. Moore is now justly and truly indebted to your libellant in the full sum of four hundred and ten $\frac{68}{100}$ dollars, being the balance due him by said boat for lumber sold and delivered to her as set forth in the account annexed and made part hereof, that the prices charged for the same are just and reasonable and the usual prices charged at that time, and that said lumber was necessary for the use of said boat, and the master has approved libellant's bill for the same as correct and promised to pay the same.

237 IV. That the said boat has been seized and sold by virtue of admiralty process issued from this honorable court in the above cause.

V. That all and singular the premises are true and within the admiralty and maritime jurisdiction of the United States and of this honorable court.

Wherefore libellant prays that this libel of intervention be filed, that process in due form of law and according to the course of this honorable court in causes of admiralty and maritime jurisdiction may issue against the proceeds of the said st'r John T. Moore, now in the registry of this honorable court, and that after due proceedings had this honorable court will be pleased to decree the payment of libellant's aforesaid claim out of the said proceeds, and libellant prays for general relief.

(Signed) BENTINCK EGAN, *Proctor.*
(Signed) JOS. A. BROWN,

Sworn to & subscribed before me this 13th Feb'y, 1874.
(Signed) J. A. CHARBONNET,
D'y Clk.

238 *Bill annexed to above libel.*

NEW ORLEANS, *Aug. 1st*, 1873.

St'r John T. Moore & owners bought of Joseph A. Brown, lumber dealer.

Am't bill rendered & materials furnished	$450 68
Aug. 2. Cr. by cash on a/c	40 00
Balance due	$410 68

Intervention of M. Cendon.—Filed Febr'y 16th, 1874.

District court of the United States. In admiralty.

AMANDA M. SIMONDS, ADM'X,
vs.
ST'R JOHN T. MOORE, CAPT., & OWNERS.

To the honorable judge of the United States district court in and for the district and State of Louisiana.

The libel of intervention of M. Cendon of the city of New Orleans, against the steamboat John T. Moore, whereof Wm. T. Boardman is now or lately was master, her tackle, apparel, machinery, and furniture, now in custody of the marshal of this honorable court by virtue
239 of admiralty process issued from this honorable court in the above-entitled cause, and against all persons intervening for their interest in said vessel in a cause of contract, civil and maritime, alleges as follows:

1st. That the steamer John T. Moore, whereof Wm. T. Boardman is now or lately was master, is a vessel of over 100 tons burden, regularly enrolled and licensed to pursue the coasting trade, and was engaged in commerce and navigation on the Mississippi River and its tributaries in the months of April and August, 1873, carrying passengers and freight for hire.

2°. That on or about the 2d day of August, 1873, and on or about the 17th day of April, 1873, on both which said dates the said steamboat was lying in the port of New Orleans and about to depart on her voyages, libellant furnished at the request of the officers of said boat

certain supplies consisting of vegetables which were represented
240 to be necessary to said boat for her contemplated voyages; that the vegetables so furnished by him on the 17th day of April, 1873, amounted in value to the sum thirteen & $\frac{90}{100}$ dollars; and, that those so furnished by him on the 2d day of August, 1873, amounted in value to the sum of twenty-seven dollars, all of which will more fully and at large by reference to bill hereto annexed and made part hereof for greater certainty & reference.

3°. That the vegetables so furnished by him were of the class and quality usually furnished to such boats as the John T. Moore, and that the prices charged by him were the usual prices charged at the time; and that said vegetables were necessary to said boat as a portion of her supplies for her voyages.

4°. That the amount above set forth is still due and unpaid, although the officers of said boat have frequently recognized the correctness of his bill and have frequently promised to pray the same.

241 5°. That all and singular the premises are true.

Wherefore libellant prays leave to file this his intervening libel and that process issue thereon according to law; and that after due proceedings that this honorable court will pronounce for the aforesaid demand of libellant with costs out the proceeds of said steamboat John T. Moore, and for such other and further relief as to right and justice appertain and the court is competant to grant in the premises; and as in duty, &c.

(Signed) R. H. MARR,
Proctor.

(Signed) M. CENDON.

Sworn to & subscribed before me on the 13th of Feb., 1874.

(Signed) K. LOEW, *U. S. C.*

Bill annexed to above.

NEW ORLEANS, *Jan'y* 29, 1874.

Steamer John T. Moore bought of M. Cendon, dealer in vegetables.

Bill rendered in August 2 oud, 1873	$27 30
In April 17th, 1873	13 90
	$41 20

242 *Order. Rule of February 9th renewed.—Extract from the minutes February term*, 1874.

NEW ORLEANS, *Monday, February 16th*, 1874.

Court met pursuant to adjournment.

Present, Hon. E. H. Durell, judge.

AMANDA M. F. SIMONDS
vs.
ST'R JOHN T. MOORE. } No. 10280.

On motion of B. Egan, esq., ordered that the rule of the 9th inst. be renewed and set for trial on the 26th, at 11 a. m., and that the parties in interest be notified thereof.

Intervention of Ben. F. Smith.—Filed February 18, 1874.

U. S. d't court d't of Louisiana. In admiralty.

AMANDA M. F. SIMONDS
vs.
ST'R JOHN T. MOORE, HER TACKLE, &C. } No. 10280

To the honorable E. H. Durell, the judge of the U. S. d't c't for the d't of Louisiana.

243 The libel of intervention of Benjaman F. Smith who resides in the city of New Orleans, in the State of Louisiana, against the proceeds of the sale of the said steamboat, John T. Moore, whereof W. T. Boardman was late master, her boats, tackle, apparel, machinery, & furniture, late lying in the port of New Orleans, and sold under seizure by virtue of admiralty process issued from this honorable court in the above cause, and against all persons claiming any interest in said vessel or proceeds in a cause of contract, civil and maritime, and thereupon this intervening libellant alleges and articulately propounds as follows:

1st. That the said steamboat John T. Moore is a vessel of more than 600 tons burthen, enrolled & licensed to pursue the coasting trade, and was engaged on various dates in the years 1871, 1872, & 1873 in commerce and navigation between the port of New Orleans and various ports and places on the Mississippi and Red *Red* Rivers, carrying freight and passengers for hire principally between New Orleans &
244 Shreveport and various intermediate points.

2nd. That at New Orleans in this district in the month of July, 1873, William T. Boardman, then captain of said steamboat John T. Moore, made a contract with this intervening libellant, under which he furnished to said boat labour, material, and supplies amounting to the sum of five hundred and six $\frac{60}{100}$ dollars, and is entitled to one-half of the cost of the fuel saved on two trips of said boat, which one *one* half amounted to $266.50, making the indebtedness of said boat to him in all the sum of seven hundred and seventy-three $\frac{10}{100}$ dollars now due, owing, and unpaid, all which will more fully appear from the account hereto annexed and made part of this intervening libel.

$506.60.
$266.50.
773.10

3d. That by the maritime law and the law of Louisiana the claim of this intervening libellant is a lien on said steamboat, her tackle, apparel, and furniture, and on the proceeds of the sale thereof.

4th. That all and singular the premises are true and within
245 the admiralty and maritime jurisdiction of this honorable court.

Wherefore, the premises considered, this libellant prays that this intervening libel be filed; that process in due form of law according to the course of this honorable court in causes of admiralty and maritime jurisdiction may issue against the proceeds of the sale of said steamboat John T. Moore, her boats, tackle, apparel, machinery, and furniture, which proceeds are now as yet undistributed, and that all persons claiming any interest in the same may be cited and admonished to appear and answer the matters aforesaid, and after due proceedings had that this honorable court will be pleased to decree the payment of libellant's aforesaid claim, with interest and costs out of the said proceeds of said sale of the said steamboat, her boats, tackle, apparel, machinery, and furniture.

Libellant prays for all general and equitable relief as the nature
246 of his claim may require, and this court is competent to give.

(Signed) M. M. COHEN,
Proctor.

(Signed) BENJ. F. SMITH.

Sworn to and subscribed before me this 16th Feb'y, 1874.

(Signed) J. A. CHARBONNET,
D'y C'k.

Bill annexed to above libel.

Steamer John T. Moore & owners to B. F. Smith, Dr.

To labour of Thompson & others in altering fire-bed & constructing combustion-chamber	$75 00
S. A. Wilson for making mud-collectors & other work for 4 boilers	57 50
308 lbs. of iron, at 8½ c'ts	25 85
6 air-tubes and drayage	6 75
Taking out tiles and placing same	5 00
700 common bricks, at 15 per M	10 50
500 fire-bricks, at 5.06	25 00
24 " tiles " 75 c'ts	18 00
2 bbls. fire-clay, at 2.00	4 00
10 " river sand, at 40 c'ts	4 00
Labor of bricklayers & attendants	125 00
My own superintendance	50 00
Services of Mr. Thompson as engineer to superintend the firing	100 00
	506 00
To the one-half of the fuel saved on two trips, amounting 533.00, as agreed upon with Capt. W. Boardman, July, 1873	266 50
	$773 10

247 *Supplemental intervention of John T. Moore & Co.—Filed February 20th*, 1874.

United States district court, dist. of Louisiana, in admiralty sitting.

AMANDA M. F. SIMONDS, ADMINISTRATRIX, *versus* ST'B'T JOHN T. MOORE. } No. 10280.

To the honorable E. H. Durell, judge of the United States district court for the district of Louisiana, in admiralty sitting.

The supplemental and amended intervening libel of the commercial firm John T. Moore & Company, located and doing business in the city of New Orleans, State of Louisiana, as wholesale and retail grocery and ship-chandlery merchants, and composed of John T. Moore and John T. Moore, jr., both residents of this city, intervening in the above-entitled cause for their interest against the said steamboat John T. Moore, her tackle, apparel, furniture, machinery, and boats lately in the possession

of the marshal of said district, by virtue of an admiralty warrant issued in said suit, but since by him sold, and the proceeds arising there-
248 from are now in the registry of this honorable court, and against all persons intervening or claiming an interest in or to the said steamboat, or her proceeds now in the registry of this honorable court in a cause of contract, civil and maritime; and thereupon these intervening libellants articulately allege and propound as follows:

1st. That these intervening libellants are creditors of the said steamboat John T. Moore for the sum of $14,928\frac{59}{100}$ dollars, as stated in their original intervening libel (except as hereinafter corrected as to an error in the calculation of interest), which indebtedness accrued in the manner and for the purposes stated in said intervening libel.

That in order to secure all indebtedness that might become due to these intervening libellants, the payment whereof might not be secured by an admiralty or State lien, these libellants applied to the owner of said steamboat for a mortgage on said steamboat, and thereupon Charles J. Boardman, the registered owner of said steamboat, did, by notarial act passed before W. J. Castell, a notary public, on the
249 3d day of January, 1872, grant a special mortgage on said steamboat, which was duly recorded in the custom-house of this city, the home port of said steamboat, on the 4th day of January, 1872, which constitutes the first mortgage recorded against said steamboat.

That it was agreed in said act of mortgage that the same should in no manner effect or interfere with any lien these intervening libellants might have on said steamboat for the payment of their demands or claims against said steamboat.

That it was stipulated in said act that the owner of said steamboat should keep her insured to an amount sufficient to satisfy the indebtedness that might at any time be due these intervening libellants, and in case he failed to effect said insurance, then these intervening libellants should have said vessel insured for said purpose.

That the owners of said vessel failed to insure as aforesaid, and these intervening libellants insured said vessel and paid the premium of insurance, and charged the same to the owner of said boat,
250 the payment whereof is also secured by said act of mortgage.

It is further stipulated in said act of mortgage that in case it became necessary to institute legal proceedings for the recovery of the indebtedness due these libellants, the owner of said vessel bound himself to pay the fees of counsel employed for that purpose, which fees are limited to five per cent. on the amount sued for, and the payment of such fee is also secured by said act of mortgage, all of which will fully appear from an authentic copy of said act of mortgage and the certificate of the recorder's recordation in the custom-house written thereon, hereto annexed and made a part of this libel.

2d. That by the terms of the policies of insurance issued upon said boat the same became forfeited, annulled, and of no effect by reason of the attachment of said steamboat in the above-entitled suit, and in order to induce the insurance companies to continue said insurance in force notwithstanding said seizure these libellants were compelled to employ two watchmen to keep watch over said boat while in
251 the hands of the marshal by virtue of said attachment, which cost the sum of six hundred thirteen and $\frac{25}{100}$ dollars, which sum is also a lien on said steamboat, and was incurred by reason of the fault of the owner of said steamboat in not keeping her out of the hands of the *affairs* of the law.

3rd. These intervening libellants further show that on the 15th September, 1870, they entered into an agreement with said Chas. J. Boardman, of which the following is a substantial copy:

"Know all men by these presents that we, John T. Moore and Company, a commercial firm located and doing a wholesale grocery business in this city, of the first part, and C. J. Boardman, sole owner of an iron steamboat now being built at Cincinnati and not yet manned, also a resident of this city, of the second part, do enter into the following contract and agreement, viz:

"The party of the first part proposes to advance to the party of
252 the second part from time to time, as occasion may require, money to be used in building and preparing said steamboat for navigation and also in navigating her for the purpose of carrying freight and passengers for hire, to furnish him with stores, necessaries, and supplies which said vessel may require while thus engaged in commerce, and also to fill all orders for goods and merchandize which said steamboat and those in charge of her may bring to this port to be filled.

"The party of the first part reserves the right to limit at pleasure the amount of money to be thus advanced, and also the quantity of goods and merchandise to be furnished said boat for stores, to fill orders or otherwise.

"In consideration of the foregoing and to secure the party of the first part all that may become, at any time, due them as stated above, the party of the second part agrees and binds himself as follows:

"1st. To permit and allow the party of the first part to fill all
253 orders for goods and merchandise brought to this port by said steamboat or those in charge of her or connected with her in any manner as stated above.

"2d. To purchase from the party of the first part all goods, merchandise, and supplies of what nature soever which may be used on or for said steamboat during the existence of this agreement.

3rd. To allow the party of the first part eight per cent. yearly interest on all sums that the said party may advance as stated above, and also the like rate of interest on all sums due for the price of goods and merchandise furnished as above from the day the same may be advanced, or goods and merchandise may be furnished as stated above.

"4th. That all payments at any time made by the party of the second part to pay the party of the first part shall be imputed first to the payment of whatever sum may be due for the filling of the orders of said boat, which shall always be considered as cash; second, to the payment of whatever sum may have been advanced for the payment where-
254 of the party of the first part has no lien or privilege on said steamboat; third, to the payment of any sum due the party of the first part, and for which the party of the first part has no lien or privilege on said steamboat; fourth, after the payment of all ordinary claims of what nature soever, then the payment of the oldest portion of the privilege or lien debt, and so on until all the indebtedness due by the party of the second to the party of the first part shall be fully paid and extinguished.

"The true intent, meaning, and object of the contract or agreement is to preserve if possible to the party of the first part a lien or privilege upon said steamboat for the payment of any balance that may at any time become due to the party of the first part by the party of the second part, and no other condition would the party of the first part undertake to manage, conduct, and carry on the business as stated above.

"The party of the second part may at any time put an end to
255 this agreement by paying up fully all *all* he may be indebted to the party of the first part, whether due or not; upon the violation of this agreement or any provision thereof all indebtedness by one to the other shall become immediately due and exigible, any agreement to the contrary notwithstanding.

"Signed in duplicate at New Orleans this fifteenth day of September, 1870.

(Signed) "CHAS. J. BOARDMAN.
(do) "JOHN T. MOORE & CO."

That John Boardman, pilot, W. T. Boardman, master, and L. Walden, clerk, all serving on said steamboat during the time she was engaged in commerce and navigation in the said capacities of pilot, master, and clerk, became parties to the foregoing contract or agreement by each of them signing the following agreement written upon the book of said contract, viz:

"The undersigned hereby bind themselves, their heirs, executors, administrators, and assigns, to John T. Moore & Co., for the full and faithful performance on the part of C. J. Boardman of an agreement or contract entered into between him and the said John T. Moore & Co., which contract is fully described herein and dated at New
256 Orleans, September 15th, 1870.

(Signed) "JOHN BOARDMAN.
(do) "L. WALDEN.
(do) "W. T. BOARDMAN."

All of which will more fully appear from two contracts and agreements hereto annexed and made a part of this libel.

This intervening libellants have reason to believe, and they therefore allege, that there was an expressed or implied understanding between said Boardman and Walden at the time they became parties to the said contract that when said boat should have paid all her debts that the said John and W. T. Boardman and L. Walden should become part owners thereof with said Chas. J. Boardman.

That by reason of said contracts and agreements all the above-named parties, viz: Ch's J. Boardman, W. T. Boardman, John Boord , and L. Walden, became bound in solido to these intervening libellants for the payment of any sum that said boat and owner might become indebted to these libellants.

That said parties have intervened in said suit and claim to be
257 privileged and lien creditors of said steamboat in the following sums, viz:

John Boardman, in the sum of	$1,891.50
W. T. Boardman, " "	4,317.18
L. Walden, " "	3,190.03
Chas. J. Boardman, " "	

Now these libellants show that in law, justice, and equity, the said parties have no right to have appropriated to the payment of the sums due them respectively, any portion of the proceeds arising from the sale of said steamboat, until the claim of these intervening libellants shall be first fully paid and satisfied. That the portion falling to said parties should be applied to the payment of the indebtedness due these libellants or such portion as remain due to them after crediting their claim

with the portion that may be allowed these libellants in the disposition of the proceeds arising from the sale of said steamboat now in the registry of this court.

4th. These intervening libellants show that they have preserved their State lien and privilege on said steamboat by recording their accounts against said steamboat as the laws of the State of Louisiana require.

5th. These intervening libellants show that there was error
258 in the calculation of interest in the accounts filed with their orginal intervening, which error is corrected; and that the various additional sums claimed herein, viz, attorneys' fees, expenses incurred in supplying extra watchman to take charge of said boat to avoid the forfeiture of the policies of insurance effected on said steamboat as hereinabove stated. all fully and clearly appears in the exhibit hereto annexed and made a part of this libel, and marked X. Y. W.

6th. These intervening libellants show that if any sum should remain in the registry of the court, after paying and satisfying in full all liens, claims, and costs, this court ought in law, justice and equity, to recognize the contracts and agreements hereinbefore stated, and apply the same to the payment of any portion remaining due to these intervening libellants, provided this honorable court should find that any portion of their claims aforesaid is not entitled to a lien or privilege, as prayed for in their original intervening libel.

7th. That under and by virtue of the contract hereinabove
259 recited, these intervening libellants have the right to impute all payments made to them by the owner of said boat in the manner stated in the aforesaid Exhibit X. Y. W.

That all and singular the premises are true and correct, and within the admiralty and maritime jurisdiction of this honorable court.

Wherefore these intervening libellants pray that this their supplemental and amended intervening libel be filed and taken as a part and parcel of their original intervening libel.

That the imputations of payment as made in the Exhibit X. Y. W., made a part of the amended intervening libel, be recognized, approved, and enforced. That said John Boardman, William T. Boardman and L. Walden be cited to answer this amended intervening libel, and after due proceedings had that this honorable court would adjudge and decree that if the portion awarded to these intervening libellants out of the proceeds arising from the sale of said steamboat John T. Moore should not be sufficient to pay and satisfy in full their aforesaid demand, viz, dollars, then that the portion remaining unpaid be
260 paid out of the portion falling to the share of said John, William T. Boardman, and L. Walden; and these intervening libellants further pray that if there should remain any sum in the registry of the court after paying all lien claims of what nature soever, and costs of court, that their mortgage aforesaid be recognized and enforced, and that such sum this remaining in the registry of this court be applied to the payment and satisfaction of the claim and demand of these intervening libellants, and these intervening libellants pray for all further general and equitable relief that may in the premises be granted, and which this honorable court may in the premises be competent to render.

(Signed) JOHN T. MOORE & CO.
By JOHN T. MOORE, JR., *Partner.*

(Signed) RANDOLPH, SINGLETON & BROWNE,
Proctor for John T. Moore & Co.

Let this supplemental intervention be filed.
February 20th, 1874.
(Signed) E. H. DURELL,
Judge.

261 *Mortgage of steamer John T. Moore, Capt. C. J. Boardman, in favor of John T. Moore & Co., made part of their supl'l intervention, & filed February 21st,* 1874.

STATE OF LOUSIANA,
Parish of Orleans, City of New Orleans:

Be it known that on this third day of January, in the year of our Lord one thousand eight hundred and seventy-two, and of the Independence of the United States of America the ninety-sixth, before me, William J. Castell, a notary public in and for the parish of Orleans, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared Captain Charles J. Boardman, of this city, sole owner of the iron steamboat John T. Moore, of this port, who declared that he was desirous of obtaining stores, supplies, advances in money and otherwise from John T. Moore & Co., of this city, from time to time, as the necessities of his said steamboat might require, to an amount not to exceed at any one time the sum of twenty thousand dollars.

262 That said John T. Moore & Co. have already advanced to the said Charles J. Boardman, for the use and benefit of said boat, up to the 9th December, 1871, the sum of fourteen thousand six hundred and sixty-nine $\frac{22}{100}$ dollars, now still due and owing. And the said Boardman may from time to time obtain further advances from said John T. Moore & Co., and become otherwise and in a further sum or sums indebted to said John T. Moore & Co. and may from time to time make certain payments to said John T. Moore & Co. on account of the same; and now, in order to secure the payment of said indebtedness already existing as aforesaid, or that may hereafter arise to an amount not to exceed twenty thousand dollars at any one time, the said Charles J. Boardman does, by these presents, specially mortgage and hypothecate unto and in favor of the said firm of John T. Moore & Co., also of this city, composed of John T. Moore, sr., and John T. Moore, jr., herein represented by John T. Moore, jr., of said firm, present and accepting these presents for his said firm, its administrators and assigns, that certain stern-wheel iron steamboat called the John T. Moore,

263 of the port of New Orleans, together with all her furniture, boats, cables, tackle, apparel, machinery, engines and all other appurtenances thereunto belonging or appertaining, such as she now stands, said steamboat measuring $720\frac{04}{100}$ tons burthen, $146\frac{6}{10}$ feet in length, 42 feet in breadth, and $7\frac{2}{10}$ feet in depth of hold, and being enrolled in the port of New Orleans under the No. 123, permanent; the said steamboat John T. Moore, and appurtenances so to remain specially mortgaged and hypothecated until the full and final payment of said indebtedness unto said John T. Moore & Co., the said C. J. Boardman hereby binding and promising himself and his heirs not to sell, alienate, or encumber the same to the prejudice of these presents.

Now, it is distinctly understood and agreed between the parties hereto, that said mortgage for twenty thousand dollars shall at any and all times cover any balance that may be found due said John T. Moore & Co. by said Charles J. Boardman, up to said sum of twenty thousand dollars, notwithstanding that the debit and credit sides of the account existing between said parties may far exceed the sum of twenty thousand dollars.

264 The object of this contract of mortgage is to secure the payment of any balance that may at any time be found due to said John T. Moore & Co. by said C. J. Boardman, not to exceed twenty thousand dollars.

It is further agreed that should said indebtedness exceed at any one time the sum of twenty thousand dollars, any payment or payments then or subsequently made by said Charles J. Boardman to said John T. Moore & Co. shall be imputed, first, to the portion of said balance not covered by this mortgage until the said balance not covered by this mortgage shall be fully paid and extinguished.

It is distinctly understood and agreed that this act of mortgage shall in no manner effect, limit, or interfere with any lien or privilege the said John T. Moore & Co. may have on said vessel, or otherwise, for the payment of any sum that may be due to them by said Charles J. Boardman.

In case it should become necessary to institute legal proceedings for the recovery of the amount of said indebtedness, or any part thereof, the said mortgager, Capt. Charles J. Boardman, hereby binds himself to pay the fees of the attorney at law who may be employed for that
265 purpose; said fees, however, are fixed at five per cent. on the amount sued for.

And the said Capt. Boardman furthermore binds himself to keep said steamboat John T. Moore constantly insured against loss by fire or otherwise, in one of the insurance company offices in this city, to her full value, and to transfer the policy of insurance to said firm of John T. Moore & Co. until the full and final reimbursement of the indebtedness due to said John T. Moore & Co.

And in order furthermore to secure the payment of said attorney's fees and the reimbursement of any sums paid for premiums of insurance by said mortgages in default of said mortgager, a special mortgage is also hereby granted and retained on said steamboat in favor of said John T. Moore & Co.

United States internal revenue stamps amounting to twenty $\frac{05}{100}$ dollars are affixed hereto, duly cancelled according to law.

Thus done and passed in my office, at New Orleans aforesaid, the day, month, and year first above written, in the presence of Harris Murphy and Camille Surgi, witnesses, of lawful age, domiciliated in this city, who hereunto sign their names with the parties and me, the said
266 notary, after the reading of these presents.

(Signed) C. J. BOARDMAN,
JOHN T. MOORE, JR.

HARRIS MURPHY.
CAMILLE SURGI.

W. J. CASTELL, *Not. Pub.*

I certify the *the* above and foregoing to be a true copy of the original act, extant in my current register, to which original act are affixed United States internal revenue stamps amounting to twenty $\frac{05}{100}$ dollars, duly cancelled according to law.

In faith whereof I grant these presents, under my signature and the impress of my seal of office.

New Orleans, January 4th, 1872.

[SEAL.] (Signed) W. J. CASTELL, *Not. Pub.*

[5 cent int. rev. stamp annexed and cancelled.]

(Endorsed:) Custom-house, New Orleans. Received for recording this 4th Jan'y, 1872, at 1.45 p. m. Recorded in book B, page 466. (Signed) A. J. Y.

267 *Exhibit X. Y. W., referred to and made part of supplemental libel of John T. Moore & Co.*

Steamboat John T. Moore & owners in ⅜ with John T. Moore & Co., Dr.

1871.					1873.		
Febr'y	22	To am't bill of stores	698 46		Ap'l	13	By balance collections to date per ⅜ rend'd	968 99
March	8	" " " "	515 40				Balance	244 87
				1,213 86				1,213 86
		To balance		1,213 86	1873.			
March	18	To bill of stores		244 87	Sept'r	11	By amount transferred from collections imputed, as per contract, to oldest portion of this account	3,845 44
	29	" " " "		498 88			By error in calculation of interest to date, imputed to oldest portion of this ⅜	795 98
April	8	" " " "		442 13				4,641 42
	15	" " " "		379 31			Balance	300 68
	22	" " " "		289 97				
	29	" " " "		366 10				
May	6	" " " "		270 20				
	13	" " " "		353 82				
	20	" " " "		267 46				
	31	" " " "		338 76				
June	3	" " " "		270 95				
	10	" " " "		289 10				
	24	" " " "		331 28				
July	1	" " " "		300 69				
				4,942 10				4,942 10
		To balance bro't down		300 68				
July	8	" bill of stores		318 18				
	15	" " " "		286 36				
	22	" " " "		295 15				
Aug.	5	" " " "		324 92				
	11	" " " "		421 67				
	18	" " " "		352 31				

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1871.				
Aug.	28	To bill of stores		293 68
Dec'r	8	To " " "		373 10
	21	" " " "		430 03
1872.				
Jan'y	2	" " " "		455 44
1871.				
Dec'r	21	" " " "		4 75
1872.				
Jan'y	16	" " " "		438 91
	31	" " " "		428 30
Febr'y	10	" " " "		350 43
	22	" " " "		358 81
March	7	" " " "		345 93
	21	" " " "		470 78
May	6	" " " "		561 05
June	1	" " " "		260 77
July	12	" " " "		320 52
1873.				
Jan'y	18	" " " "		612 50
Feb'y	5	" " " "		836 91
	21	" " " "		603 81
M'ch	8	" " " "		557 63
	25	" " " "		450 11
Ap'l	13	" " " "		674 74
	26	" " " "		424 94
May	10	" " " "		406 72
	23	" " " "		347 02
June	11	" " " "		558 22
July	5	" " " "		306 71
	19	" " " "		455 90
Aug.	2	" " " "		505 63
			14,132 61	
1874.				
Jan'y	29	To cash paid Thos. Mulvey & Pat. Byrnes watching said boat day & night, 146 days & nights	584	
		Ferriage for watchmen	29 20	
			14,745 80	
		Att'y's fees, as per contract, 5 %	737 29	
			15,483 10	

269 *Intervening libel of the U. S. Gas Light Company.*

United States district court, dist. of La.

AMANDA M. F. SIMONDS, ADMINSTRATRIX, *versus* ST'B'T JOHN T. MOORE. } No. 10280.

To the honorable E. H. Durell, judge of the United States district court for the district of Louisiana.

The United States Gas Light Company, a corporation established under the laws of the State of New York, and domiciled in the city of New York, in said State, and herein appearing through William Foster, jr., its president, exhibits this its intervening libel against the proceeds arising from the sale of the steamer John T. Moore (of which W. T. Boardman was lately master), under an order of this hon. court, issued at the suit of Amanda M. F. Simonds vs. Str. John T. Moore, No. 10280 of the docket of this hon. court, and which proceeds are now in the registry of this hon. court, and against all persons lawfully intervening for their interest therein, in a cause of contract civil and mari-
270 time, and thereupon alleges and articulately propounds as follows:

1st. That at the time when the apparatus hereinafter mentioned was furnished to the str. John T. Moore, the said steamer was trading between the ports of New Orleans and Shreveport, on the Mississippi River and Red River, being on the inlard navigable waters of the United States, and is of about the burden of tons.

2nd. That at the time said steamer Jno. T. Moore was engaged in trading between the aforesaid ports, said W. T. Boardman, master as aforesaid, represented to this libellant that said steamer John T. Moore stood in need of certain gas apparatus in order to render her able and competent to carry on said trading, and requested libellant to furnish the same, and that in pursuance with said representations and requests your libellant did agree to furnish and did furnish for the use of said steamer John T. Moore the aforesaid apparatus, same being of the full value of six hundred and sixty-two & $\frac{45}{100}$ dollars.

3rd. That said apparatus was used on board of said steamer to
271 furnish her with light, and was absolutely necessary for the use of said steamer, and was furnished as well upon the credit of said steamer as that of her master and owners, and for the payment of which this libellant has a privilege and lien upon the proceeds arising from the sale of said steamer.

4th. That said W. T. Boardman, master of said steamer, has acknowledged the correctness of the aforesaid claim, as will be seen from the annexed acceptance and note signed by said master, which are made part hereof, and are herewith surrendered and marked A & B.

5th. That all and singular the premises are true.

Wherefore your libellant prays that process in due form may issue to all persons having or pretending to have any right, title or interest in or to the proceeds arising from the sale of the said steamer John T. Moore, as aforesaid, now in the registry of this hon. court, to appear and answer the libellant in the premises, according to the rules of this hon. court in civil causes of admiralty and maritime jurisdiction,
272 and that this hon. court will pronounce for this libellant's aforesaid demand, and decree the same to be paid with costs, and by

preference out of the aforesaid proceeds, and for such general relief as the law will permit and this hon. court may grant.

And it will ever pray, &c.

(Signed) HORNOR & BENEDICT,
Proctors, and
ANDREW J. MURPHY,
Proctor.

William S. Benedict, being duly sworn, deposes and says that he is one of the proctors of the U. S. Gas Light Co., libellant herein, and that said company is domiciled outside of and has no authorized agent within the State of Louisiana, and that all the facts and allegations in the foregoing libel contained are true and correct to the best of affiant's knowledge and belief.

(Signed) W. S. BENEDICT.

Sworn to and subscribed before me this day of February, 1874.

Let this intervention be filed.
Feb'y 21, 1874.

(Signed) E. H. DURELL, *Judge*.

273 *Acceptance marked A, referred to in and made part of foregoing intervening libel of the U. S. Gaslight Company.*

$312 $\frac{65}{100}$.] NEW YORK, *Feb'y 8th*, 1872.

Fifteen days after sight pay to the order of J. H. Watson & Co. three hundred & twelve & $\frac{65}{100}$ dollars, with current rate of exchange on New York, value received, and charge the same to account of

WM. FOSTER, JR., *Pres't*.

To W. T. BOARDMAN,
New Orleans, La.

(Across the face:) Feb'y 20th, 1872. Pp S. Walden, W. T. Boardman.

[Twenty cents U. S. int. rev. stamp.]

Note marked B, referred to in and made part of the foregoing intervening libel of the U. S. Gaslight Co.

$350.00.] NEW ORLEANS, *Jan'y 1st*, 1872.

Six months after date, I promise to pay to the order of U. S. Gas Light Co. three hundred & fifty dollars at , value received.

No. ; due .

W. T. BOARDMAN.

(Endorsed:) M. E. Hill.

274 *Judgment in favor of Mrs. Simonds.—Extract from judgment book of March 7th*, 1874.

A. M. F. SIMONDS
vs.
ST'B'T JOHN T. MOORE. } No. 10280.

By reason of the default and pro confesso herein entered on 2d December, 1873, and of the law and the evidence, it is, on motion of

B. Egan, proctor for libellant, ordered, adjudged, and decreed that the said libellant do have and recover from the steamboat John T. Moore the sum of thirteen hundred and seventy $\frac{75}{100}$ dollars, with 5 % interest from 30th November, 1872, till paid, and costs of suit.

Judgment rendered March 7th, 1874.

Judgment signed March 12th, 1874.

(Signed) E. H. DURELL, *Judge.*

275 *Intervention of Drumm & Hanly.—Filed April 6th*, 1874.

United States district court, dist. of La.

AMANDA M. F. SIMONDS, ADMINISTRATRIX,
versus
ST'B'T JOHN T. MOORE. } No. 10280.

To the Hon. E. H. Durell, judge of said court:

Drumm and Hanly, who compose the firm of Drumm & Hanly, doing business in this city, exhibit this their libel of intervention against the steamboat John T. Moore, or the proceeds thereof, now in the registry of the court, in the above-entitled cause.

And thereupon the said Drumm and Hanly do allege and articulately propound as follows, to wit:

1st. That the libellants are, and at the time hereinafter mentioned were, the lessees of a certain wharf in the port of New Orleans.

2nd. That the steamboat, on or about the 14th day of August, 1873, at the instance and request of the marshal of the district aforesaid, in whose possession the said steamboat then was under seizure
276 in the above-entitled cause, was received by the libellants as such wharfingers, and moored at the said wharf, where through the care of libellants, his agents and servants, she laid in safety to the 29th day of January, 1874, inclusive.

3rd. That according to the customary rate of compensation paid for the wharfage of such vessels at the port aforesaid, the libellants are well entitled by reason of the premises to demand and have for the wharfage of the said steamboat, of and from the said proceeds thereof now in the registry of the court, the sum of 75 cts. per day, or $126.75, and that the same remains wholly unpaid and due to the libellants, although the marshal has often been requested to pay the same. And that the said amount of $126.75 includes the bill for wharfage heretofore filed herein.

4th. That all and singular the premises are true.

Wherefore the libellants pray that this honorable court will pronounce for their aforesaid demand, and will direct the same to be paid out of the aforesaid proceeds so remaining in the registry of the court
277 as aforesaid as part of the costs of this cause, together with the costs of this intervention; and for such other and further relief and redress as to right and justice may appertain and as the court is competent to give in the premises.

(Signed) J. & H. SHAW.
Att'ys for Drumm & Hanly.

(Signed) J. WARD GURLEY, JR.,
Proctor.

Sworn to and subscribed before me Ap'l 6, 1874.

(Signed) K. LOEW, *U. S. C.*

Intervention of Almon M. Granger.—Filed May 12th, 1874.

To the hon. the judge of the district court of the United States in and for the district of Louisiana, in admiralty sitting.

Almon M. Granger, of the city of New Orleans, merchant, exhibits this his intervening libel against the proceeds of the steamboat Jno. T. Moore, now in the registry of this honorable court for distribution, and against all persons lawfully intervening for their interest therein, and thereupon the said Granger alleges and articulately propounded as follows, viz:

1st. That this libellant sold, furnished, and delivered to the steamboat John T. Moore, whereof Boardman was then master, certain
278 implements known as Babcock Fire Extinguisher, at the request of the master of said boat, which were useful and proper supplies, & necessary for the safety of said boat from fire, & which were so used while said boat was engaged in the business of navigation & commerce on the Miss. River and its tributaries, on account of which there remained due, unpaid, and owing to this libellant at the time said boat was arrested, & there still remains unpaid, due, & justly owing unto this libellant the sum of ninety dollars.

2d. That the said st'r Jno. T. Moore has lately been sold under process in the above-entitled cause by the U. S. marshal, and the proceeds of sale are in the registry of this hon. court for distribution.

3rd. That this libellant had by law a maritime lien and privilege on said boat for payment of said balance, and had same lien and privilege on the said proceeds.

4th. That all and singular the premises are true & within the admiralty & maritime jurisdiction of this honorable court. Wherefore libellant prays leave to file this his intervening libel, that process issue therein according to law, & after due proceedings that this honorable court would be pleased to pronounce for libellant' aforesaid demand, with interest and costs, and to decree that the same be paid by privilege & preference out of the proceeds of the said boat John T. Moore, & for such other & further relief & redress as to right & justice appertain & the court is competent to grant, & as in duty, &c.

(Signed) R. H. MARR, *Proctor.*
(Signed) ALMON M.

Sworn to & subscribed before me this 12th May, 1874.
(Signed) J. A. CHARBONNET, *Dy Clk.*

Let this intervention be filed.
May 12th, 1874.
(Signed) E. H. DURELL, *Judge.*

279 *Exception to supplemental intervention of John T. Moore & Co.—Filed March 19th, 1874.*

(NOTE.—This paper has been lost or mislaid, & cannot be found.)

Submission of exception to supplemental intervention of .—Extract from the minutes of April 25th, 1874.

A. M. F. SIMONDS
vs. } No. 10280.
ST'R JOHN T. MOORE.

The exception to the supplemental intervention of John T. Moore &

Co. was called up. M. M. Cohen, R. H. Marr, Randolph, Singleton & Browne. When, after hearing the pleadings and arguments, the court took time to advise.

Preliminary report on wages.—Filed April 29th, 1874.

To the honorable the judge of the district court of the United States for the district of Louisiana.

The undersigned commissioner, to whom the case of A. M. F. Simonds vs. Steamer John T. Moore has been referred, to report upon a tab-
280 leau of distribution of the proceeds of said vessel, at the instance of proctors representing the claims of mariners, respectfully submits to the court a preliminary report of the claims of that character which are fully sustained by the testimony; those which are doubtful, either in character or amount, are reserved for the final report:

1.	William Sharp, balance due as mate	$86 57
2.	Tho's Berry, 1st engineer, balance due	120 00
3.	John Moffett, 2d engineer " "	41 67
4.	W. H. Quicksall, 2d clerk " "	348 75
5.	Albert Wicker, steward	25 00
6.	C. A. Saddler, carpenter	397 42
	Total, one thousand & nineteen $\frac{51}{100}$ dollars	$1,019 51

Respectfully submitted.

(Signed) J. W. GURLEY,
U. S. Comm'r.

NEW ORLEANS, *24th April*, 1874.

We consent to the confirmation of this report and waive appeal.

(Signed) RACE, FOSTER & E. T. MERRICK,
Proctors for Ins. Cos.
H. H. BRYAN, JR., *Proctor.*
R. H. MARR, *Proctor.*
HONOR & BENEDICT, *Proctors.*
J. WARD GURLEY, JR.,
Proctor for Wallace & Co. & for some Intr's.
BENTINCK EGAN, *Proctor.*
J. S. WHITAKER, *For Wakeman & Spearing.*
RANDOLPH, SINGLETON & BROWNE,
Proctors for Sundry Parties.
JAS. LINGAN, *Proctor.*
FINNEY & MILLER, *Att'ys for J. Letherbery.*
GROVER & GROVER, *Proctors.*
T. GILMORE & SONS,
For Crescent City Ice Co.
LEVY, MUNROE & HART, *Proctors.*
281 CLARKE, BAYNE AND RENSHAW,
Proctors.
J. MCCONNELL, *Proctor.*
BREAUX, FENNER & HALL,
Proctors for Swift's Iron & Steel Work.

Judgment for mariners' wages.—Extract from the minutes of April 29th, 1877.

A. M. F. SIMONDS
vs.
ST'B'T JOHN T. MOORE. } No. 10280.

Considering the consent of all parties in interest, it is ordered by the court that the preliminary report of the commissioner on mariners' wages be approved, and said claims allowed and paid from the fund in court, as follows, to wit:

1.	Wm. Sharp, balance due as mate	86 67
2.	Thos. Berry, 1st engineer, balance due	120 00
3.	Jno. Moffett, 2d do " "	41 67
4.	W. H. Quicksall, 2d clerk, " "	348 75
5.	Albert Wicker, steward	25 00
6.	C. A. Saddler, carpenter	397 00
	Total one thousand & nineteen $\frac{51}{100}$ dollars	$1,019 51

Decree sustaining exception.—Extract from minutes of May 6th, 1874.

A. M. F. SIMONDS
vs.
ST'B'T JOHN T. MOORE. } No. 10280.

282 For reasons orally assigned, it is ordered that the exception of John Boardman, W. T. Boardman, and L. Walden to the supplemental intervention of John T. Moore & Co. be sustained, and that said exceptors be dispensed from answering said supplemental intervention.

282 *Report of commissioner.—Filed June 16th, 1874.*

To the hon. the judges of the district court of the United States for the district of Louisiana:

The undersigned, to whom was referred the case of Amanda M. F. Simonds vs. St'm'r John T. Moore, No. 10280, with directions to report a tableau of distribution of the proceeds of the sale of the boat, and to tax the marshal's fees, with respect reports:

That he has examined and considered the case in connection with the consolidated case of Forster & Rockwood vs. St'm'r John T. Moore, No. 10276, and he herewith submits detailed statements of all the matters embraced in the reference.

In every case of desallowance or reduction of any claim the reasons for so doing have been fully stated in accompanying notes.

The boat sold for		$24,000 00
From this mariners have been paid as p'r former report	$1,019 51	
Deduct costs as p'r this report	2,190 15	
Deduct mariners' wages " " "	2,131 46	
		5,341 12
Left for pro rata distribution, dollars		$18,658 88

Respectfully submitted.
(Signed) J. W. GURLEY,
U. S. Com'r.

16TH JUNE, 1874.

284 *Costs of court.*

a 1.	Clerk's fees, including 1% on proceeds sale	543 10
a 1.	Loew, comm'r, for testimony	296 50
a 2.	Marshal's fees, charges, & expenses	893 05
a 3.	W. Grant, proctor in case No. 10276, ½ docket fee	10 00
	" " " " " " " " ½ fees, 35 depositions	43 75
	B. Egan, proctor in case No. 10280, ½ docket fee	10 00
	" " " " " " " " ½ fees, 35 depositions	43 75
	J. W. Gurley, comm'r, for report	300 00
a 4.	H. J. Heart, appraisement (claims $245.00), reserved for future costs	50 00
	Twenty-one hundred & ninety $\frac{15}{100}$ dollars	$2,190 15

Mariners' wages.

		Claimed.	Allowed
b 1.	A. Perkins Boardman, pilot	$3,862 40	550 00
	Jno. Boardman, pilot	1,891 50	840 00
	Wm. T. Boardman, capt	4,317 18	
	Lowd Walden, clerk	3,190 03	741 46
	M. E Hill, watchman	1,080 00	
	Jno. Anderson, "	60 00	
b 2.	Peter Williams, "	60	
		$14,461 11	2,131 46

285	Supplies, materials, repairs.	Claimed.	Allowed.	Pro rata.
	Foster & Rockwood, teas	$98 40	98 40	56 92
	Snowden & Otte, carpets, curtains, &c	672 05	672 00	388 78
	J. C. Huntington & Co., crockery	530 11	530 11	306 69
c 1.	Wm. Moran, oils, &c	125 99	----------	----------
	M. Condon, oysters	41 10	41 10	23 77
c 2.	Wm. Moran, oils, &c	420 15	----------	----------
	A. M. F. Simonds, adm'r'x, hardware, &c	1, 370 79	1, 370 79	793 06
c 3.	J. B. Pigniola & Citorich	209 00	159 00	91 98
c 4.	John T. Moore & Co., stores	14, 928 59	14, 132 60	8, 176 31
c 5.	John T. Moore & Co. for watchman & att'y's fees	1, 350 49	----------	----------
	Nicholas Glasser, repairs	184 50	184 50	106 74
c 6.	Sinnott & Adams, agents	1, 139 60	----------	----------
c 7.	New Albany Ins. Co., for premiums	180 00	----------	----------
c 8.	Union Insurance Co., "	120 00	----------	----------
c 9.	Farmers' Insurance Co., "	150 00	----------	----------
c 10.	Franklin Insurance Co., "	150 00	----------	----------
c 11.	Western Insurance Co., "	150 00	----------	----------
c 12.	National Insurance Co., "	180 00	----------	----------
	Wakeman & Spearings, curtains	280 00	280 00	161 99
	Henry A. Boyce, wood	100 00	100 00	57 85
c 13.	David Hughes, bread	264 30	261 35	151 20
	Crescent City Ice Co., ice	260 85	260 80	150 88
	Hugh Williams, painting	200 00	200 00	115 70
	G. F. Miller & Co., coal	629 30	629 30	364 07
	A. D. Finlay & Co., milk	41 00	41 00	23 72
	Frank Mariano, oysters	111 70	111 70	64 62
	Jas. Wymer, charcoal	148 30	148 30	85 79
c 14.	M. Condon, vegetables	41 20	----------	----------
c 15.	Dennis & Long, builders of machinery	14, 624 40	----------	----------
c 16.	W. G. Coyle & Co., coal	4, 032 70	3, 873 50	2, 240 98
	Carry over	$41, 734 52	23, 094 45	----------
286	Bro't forward	$41, 734 52	23, 094 45	----------
	c 17. John Litherbery, builder	548 51	----------	----------
c 18.	John Bailey, adm'r, &c	1, 799 76	1, 775 80	1, 027 37
	John Hennesey & Bro., iron work	613 80	613 80	355 10
	Nicholas Theodore, repairs	577 75	577 70	334 22
	Wallace & Co., table-linen, &c	80 29	80 29	46 45
	Logan & Mackinson, iron work	145 64	145 64	84 25
c 19.	Drumm & Hanley, wharfage	126 75	126 75	73 33
	Wilson & Fagan, meat	3, 178 18	3, 178 18	1, 838 71
c 20.	Laurent Dumestre, poultry, &c	586 21	84 06	48 63
c 21.	Vatter & Blank, bill lading	45 10	----------	----------
	D. C. McCan & Son, iron work	1, 484 11	1, 484 10	858 61
	Jos. A. Brown, lumber	410 68	410 68	237 59
c 22.	B. F. Smith, fuel-saving apparatus	773 10	330 00	190 91
c 24.	U. S. Gas-Light Co., gas apparatus	662 65	350 00	202 49
c 23.	A. M. Granger, fire-extinguisher	90 00	----------	----------
c 25.	Swift's Steel & Iron Works	23, 717 68	----------	----------
		$76, 564 73	32, 251 45	18, 658 88

Costs of court.

a 1. The order of reference did not require an examination of the correctness of these charges. None has been made.

a 2. The fee bill of 1853 prescribes the fees of all officers of the court, and forbids that any other or greater fees should be received, and it repeals all other law in relation thereto. The compensation is altogether inadequate for many of the services, and for others which are re-
287 quired to be rendered none whatever is allowed. Many of the charges embraced in the marshal's bill can in no sense be regarded as his fees. For instance, the charges for advertising. These are regulated by act of Congress of date , vol. 14, page 466, and the rates fixed by contract, not to exceed one dollar for eight lines of space. Those who undertake to perform the services are for such purpose officers of the court, and are as much bound by the limitation imposed by law or by express contract, if any is made with the proper authority, as are other officers of the court, and the bills should be made out in detail so that their correctness may be determined. There are also charges embraced in the bill which properly form no part of the

fees of the officer and which should be made out and presented as are other claims against the proceeds in the registry, that those interested in the proceeds, and at whose expense they must be paid, might have an opportunity to examine their correctness and to contest them if erroneous or unreasonable. Of this character are the charges for labor in spar'ing and fastening the boat, &c.

a 3. The libel in the case of Forster & Rockwood vs. Ste'm'r Jno. T. Moore was filed & admiralty process issued on the 25th Aug.,
288 1873, but no seizure was made under it until the 5th Sept., 1873. On that day the libel in the case of A. M. F. Simonds was filed and an admiralty warrant issued, and the seizure of the boat was made simultaneously under the writs issued in the two cases. As the proceedings were in rem in both cases, of course there was no suit pending until the property was attached, and therefore Mrs. Simonds could not intervene in the case of Forster & Rockwood, as at the time she instituted her suit the other was in obeyance. Under these circumstances the proctor's fees are divided, as the only equitable adjustment that can be made. See returns on the warrants.

a 4. H. G. Heart has filed a bill for having appraised the steamer, amounting to $245.00. There is neither an order of court nor any law requiring an appraisement. It was altogether without benefit or advantage to any of the parties to the cause. The boat was ordered to be sold for cash and without limitation. An appraisement was therefore entirely unnecessary and superfluous. If any of the parties for their personal satisfaction employed Mr. Heart to make an appraisement, he certainly has a claim upon them for compensation for services rendered at their request; but upon no principle of equity or law can he
289 be paid from a fund belonging to others. His claim rests solely on the contract made with those who employed him. Rejected.

Mariners' wages.

b 1. The claims of the three Boardmans, Walden, the clerk, and of Hill, the owner of the bar, amount in the aggregate to $14,341.11, which deducted from the proceeds of the sale, after payment of costs, would leave $7,469.00 to respond to $32,251.00 of allowed but inferior liens. The claim of W. T. Boardman, however, amounting to $4,317.18, has been abandoned and withdrawn, thus increasing to $11,786 the amount left for distribution.

The claim of M. E. Hill for services as watchman begins 1st Dec'r, 1870, and runs down to 17 Jan'y, 1873. No payment appear to have been made on it during that long period of time, nor any steps to have been taken to enforce its collection. The services were all rendered while the boat was lying up (see dep. of Waldin, p. 127). It is rejected as a stale demand, and for the additional reason that there is no admiralty lien for that character of service.

The claims of Perkins and Jno. Boardman and of Lowd Walden are, under all the circumstances of the case, entitled to but little more
290 consideration. They all date back to about the building of the boat—Feb'y & M'ch, 1871—and run down to about the period of her seizure.

The claims have been strongly contested on the ground that the parties were severally interested in the boat as owners, and although the evidence is not conclusive upon that point, there is much in the record to justify the suspicion. The testimony of William Fagan (p. 276 et seq.), of Jno. T. Moore, jr. (p. 482), of Jno. T. Moore, sn. (p. 510 et seq.), of

Walden (p. 115); the guarantee endorsed by Walden, John and W. T. Boardman, on the contract of Moore & Co. and C. J. Boardman on the 15th Sept., 1870; the agreement and stipulations appended to the several accounts of that firm signed by Walden, John and W. T. Boardman; the independent action and control of Walden & W. T. Boardman in all matters touching the boat, her debts and credits, from the time they together induced Moore & Co. to loan the first $1,000 in aid of her construction down to the time she was taken from their possession by this suit, and the little apparent interest or agency manifested or exercised by C. J. Boardman in her construction, management, or control, all point in the same direction. The evidence is not so strong as to
291 the interest of A. Perkins Boardman. There are other facts in regard to these claims which should not be overlooked. If these parties were not interested as owners, they certainly, from their position and close family relation, were fully aware of the financial ability of the boat to meet her obligations. Where it became probable that she would be unable to do so, third persons dealing in good faith, and giving credit to the boat, in ignorance of the large amount of secret liens existing upon the boat, in favor of those whom some, at least, supposed to be her owners, deserved consideration & protection.

At the time of the seizure of the boat, according to the estimate of Mr. Walden, her liabilities amounted to $80,000. There is no reason to believe this estimate too high, as it *is* but slightly exceeds the amount of claims thus far presented. In view of these facts the claims of these parties to be paid from the small fund in court—not concurrently with other creditors, but in full, and to their exclusion—merits but little favor from the court. The court of admiralty has been styled the court of chancery of the seas, and certainly in a case presenting such strong equitable claims in favor of those who have in good faith furnished of their property
292 such large amounts in supplies, materials, and repairs, that court will extend to them its protection.

Public policy and the interest of commerce require that claims for wages, taking precedence by rank of all others (except in some exceptional cases), should not be allowed to lie dormant, but should be enforced in a reasonable time, and that the limit should be a short one.

It is doubtful whether a case can be found where claims for wages so old as these are against a boat continuously engaged in inland navigation have been enforced. The claim of Mr. Quicksall, second clerk, who was on the boat from the time she commenced running until her seizure, was paid to the 20th May, 1873. The wages for which he sued accrued since then. The wages of John and Perkins Boardman and of L. Walden, which accrued subsequent to that date, have been allowed. All that accrued prior to that time has been rejected as stale demands.

b 2. These are claims for services as watchmen while the boat was lying up. No lien. Rejected.

Supplies, materials, repairs.

293 *c.* 1, *c.* 2. The proof in regard to these claims is very indefinite and uncertain. The libellant is a resident of the city, but does not swear to the libels, nor do the libels show any reason why he does not. The bill of $420.15 is claimed by James Wilson (p. 473). The admiralty lien is lost by the assignment. Rejected.

c. 3. Fifty dollars money loaned, embraced in this bill, is rejected.

c. 4. The amount claimed by John T. Moore & Co. in the original libel is $14,928.59. This bill is restated in the account filed with the

suplt. libel of intervention, and is there reduced to $14,132.60. This claim has been strongly opposed, and the commissioner has been urged to examine and reform all the dealings had by Moore & Co. with the owner of the boat from the laying of her hull to the time of her seizure in this case. No charge of fraud has been made, and there is no reason to believe that the dealings were not in good faith. Those whose rights as creditors have subsequently attached have certainly no right to complain of the disposition which the owner of the boat though proper to make of her earnings at a time when they had no claim upon her. The amount now demanded is for stores furnished on the credit of the
294 boat. For the payment of these they certainly had originally a lien upon the boat, and the burden of proving the relinquishment of the lien rests upon those who oppose it. No one is presumed to abandon his rights. The record furnishes no evidence of any intention on part of Moore & Co. to abandon their lien. The agreement entered into between them and Capt. Boardman on the 15th Sept., 1870, recites as its object the preservation of their lien. The mortgage executed in their favor on the 3d January, 1872, in terms recites that it shall not be construed as affecting their lien on the boat; the certificate of the recorder of mortgages attached to a number of bills which they have filed also attest their solicitude to preserve their lien. The amount claimed in the amended account is allowed.

c. 5. John T. Moore & Co., by suplt. libel, claim for services of watchmen $613.20, and for att'y's fees $737.29. Neither of these claims are recognized as giving an admiralty lien.

c. 6. Agents have no admiralty lien.

c. 7. New Albany Ins. Co. This policy reads: "It is also agreed that this policy shall not be binding until the premium is paid or arranged to the satisfaction of this company. * * * And the company do hereby bind the capital stock and other common property of
295 the said insurance company to the assured * * * for the performance of the premises, having received the consideration for this insurance at the rate of 6 per cent. on the sum insured." This premium was arranged "by the issue of a promissory note, and it is presumed to the satisfaction" of the company, as they issued the policy; this was clearly a novation of the debt, and extinguished the admiralty lien. That lien cannot be revived by the surrender of the note. Rejected.

c. 8. Union Insurance Co. This policy reads: "This company having been paid the consideration for this insurance at the rate of six per cent. for the term of this policy, the said steamboat John T. Moore is hereby insured," &c. A note was given for the amount of the premium and the policy was issued. It was in that manner that the company was paid the consideration for this insurance. The original debt was extinguished by novation, and having been extinguished it cannot be revived by the surrender of the note which was received in extinguishment of it. Rejected.

c. 9. Farmers' Insurance Company. The language of this policy is the same as the preceeding one. Original debt novated. Rejected.

c. 10. Franklin Insurance Co. This policy reads: "The company having been paid the consideration for this insurance at the rate of
296 6%, the said boat is hereby insured." The premium was paid by a note and the policy accordingly issued. Novated. Rejected.

c. 11. Western Insurance Co. The language of this policy is the same as the two preceeding. The original debt was paid by a note, and the

policy issued. The surrender of the obligation which was given in payment cannot revive the original one. Rejected.

c. 12. National Insurance Company. The policy in this case also reads: "This company having been paid the consideration for this insurance at the rate of 6% for the term of this policy, the said steamer is hereby insured." The consideration "paid" was a note, and the policy was thereupon issued. Original debt was thereby extinguished and cannot be revived.

c. 13. I have allowed the amount testified to by Capt. Boardman, page 20.

c. 14. By some error two interventions have been filed for this claim; one by Grant, proctor, on 6th Dec'r, 1873, in the case of Rockwood vs. St'm'r Jno. T. Moore, No. 10276; and the other by Marr, proctor, on the 16th Feb'y, 1874, in the case of Simonds vs. St'm'r Jno. T. Moore, No. 10280. The one first filed has been allowed.

c. 15. For constructing the machinery. No lien.

297 *c.* 16. Of this claim, $159.25, am't claimed for orders fil'ed, is rejected.

c 17. This claim is for a balance due on the building contract. No lien.

c 18. Amount of draft for interest, $28.90, is disallowed.

c 19. This claim is allowed on the authority of the case of Kelsy vs. Kate Tremaine, 4 Am. L. T. U. S. Cts., 92.

c 20. Laurent Dumestre claims $586.21. The clerk of the boat (page 236) testifies that $502.75 of this was for money loaned; that amount is rejected.

c 21. For the history of this claim see page 4 of testimony. There is no contract of affreightment involved; the whiskey was shipped and delivered to a party in Shreveport; the officers of the boat were authorized to collect the purchase-price; they did so and failed to pay it over to the seller; a mere contract of agency. No lien. Rejected.

c 22. The testimony of Capt. Boardman (pages 576–578) establishes the correctness of this claim to the amount of $330, and the claimant is as well entitled to a lien as he who furnishes a steam guage or a doctor engine.

c 23. There is no proof whatever in regard to this claim; it is, therefore, disallowed. There is no evidence in regard to this claim except the testimony of Captain Boardman.

298 *c* 24. He says the original contract price was $650, and that $300 has been paid on account; of this, however, he is not altogether positive; the libel is not even sworn to; $350 allowed.

c 25. This claim arises from building contract, and for insurances effected by the creditor to secure himself. No lien. Rejected.

Attest:

J. W. GURLEY,
U. S. Comm'r.

Rule to approve report.—Extract from the minutes, May term, 1874.

TUESDAY, *June 16th*, 1874.

The court met at 11 a. m.
Present, his honor E. H. Durell, judge.

MRS. A. M. F. SIMONDS
vs. } No. 10280.
ST'M'R JOHN T. MOORE.

Ordered, that all parties in interest show cause on 20th inst. at 11 a. m. why the commissioner's report be not approved, and the funds of the steamer distributed in accordance therewith.

Opposition to report by 5 ins. companies.—Filed June 20th, 1874.

299 U. S. district court. In admiralty.

MRS. AMANDA F. SIMON
vs.
ST'BOAT JOHN T. MOORE.

Now into court come the intervening libellants The Farmers' Insurance Company; The National Insurance Company; The Western Insurance Company; The Union Insurance Company, and The Franklin Insurance Company, and oppose the report of the commissioner herein filed on , for the reason that the same in error and contrary to law and evidence in the case as regards the claims of these libellants in intervention, in this, that the report rejects the claims on the ground of novation, while the same have never been novated in law or fact in any manner, and the claims are yet due and owing by the boat, which has never been released in any way, and your libellants enjoy the admiralty lien and privilege upon the boat and her proceeds.

Wherefore they oppose the said report and its approval and promol*o*gation, and pray that the same be amended by placing these libellants thereon with privilege, and that their claims be allowed, and that they be paid out of the proceeds with privilege thereon of the high
300 *at* rank, and for all costs and all general and special relief the premises warrant and equity demand.

(Signed) RACE, FOSTER & E. T. MERRICK,
Proctors.

Opposition of Wm. Moran.—Filed June 20th, 1874.

U. S. district court, district of Louisiana.

FORSTER & ROCKWOOD & A. M. F. SIMONDS
vs.
ST'B'T JOHN T. MOORE. } No. 10276 & 10280.

Now comes Wm. Moran, M. Cendon, by Wm. Grant, their proctor, and excepts to the motion to confirm the report of J. W. Gurley, commissioner, because the case had not been tried before the court prior to the reference to said commissioner, and this opponant, who has filed a claim in this cause, has not had an opportunity to be heard before this honorable court.

And should the exception be overruled, this appearer says that said report is erroneous in so far as it reject their claims against the steamboat John T. Moore, for supplies, and this appearer says that the testimony on file shows that said claims were just and proper claims to be allowed and paid; that the evidence does not show an assignment of war-
301 rant claim; and that such evidence does show that one Wilson has simply an equitable interest in the proceeds of said claims when collected; and appearer says that there is no law requiring a claim filed by way of intervention to be sworn to, and that any objection on this point, if well founded in law, goes to form merely, and cannot be interposed by the commissioner ex proprio motu.

Wherefore appearer pray that this exception and opposition may be sustained with costs, and that the court may order justice to be done in the premises.

(Signed) WM. GRANT, *Proctor.*

Opposition of A. Perkins Boardman, John Boardman, Lowd Walden, M. E. Hill, John Anderson, and Peter Williams, & New Albany Ins. Co.—Filed June 20th, 1874.

U. S. district court, district of Louisiana. In admiralty.

MRS. A. M. F. SIMONDS, ADM'X,
vs.
ST'R JOHN T. MOORE.

A. Perkins Boardman, John Boardman, Lowd Walden, M. E.
302 Hill, John Anderson, Peter Williams, and the New Albany Insurance Co., oppose the report of the U. S. Commissioner Gurley, fixed for hearing on the 20th June, 1874, on the following grounds:

1st. A. Perkins Boardman, pilot, opposes said report because he is allowed only $550, whereas he should have been allowed $3,862.40.

2nd. John Boardman, pilot, opposes said report because he is allowed only $550, whereas he should have been allowed $1,891.50.

3rd. Lowd Walden opposes said report because he is allowed only $741.46, whereas he is entitled to $3,190.03.

4th. M. E. Hill, watchman, opposes said report because his whole claim is rejected, and should be allowed, $1,080.

5th. John Anderson, watchman, opposes said report because he is allowed nothing and is entitled to $60.

6th. Peter Williams opposes said report because he is entitled to $60 and his whole claim is rejected.

7th. The New Albany Ins. Co. oppose said report because they are entitled to $180, and are allowed no part thereof.

Wherefore these opponents pray that these their oppositions be maintained, and the said report be amended in conformity thereto by
303 allowing to each of these opponents the amounts herein respectively claimed by them.

Proctor for the above-named Opponents.

Opposition of Laurent Dumestre and Drumm & Hanly to the Commissioner's report.—Filed June 20th, 1874.

United States district court, district of Louisiana.

FOSTER & ROCKWOOD
vs.
ST'L'T JOHN T. MOORE. } No. 10276.

AND

MRS. A. M. F. SIMONDS
vs.
ST'B'T JOHN T. MOORE. } No. 10280.

Consolidated.

And now comes Laurent Dumestre and Drumm and Hanly, through

their proctor, J. Ward Gurley, jr., and oppose the commissioner's report herein filed, for the following reasons, to wit:

1st. Opponents have never had an opportunity to have a trial before this honorable court, as they are entitled, and the order of reference to the commissioner was therefore premature.

2nd. That opponents Drumm and Hanley further except to the said report because their claim for wharfage accrued during the time
304 that the said steamboat was in the hands of the marshal under seizure in this case, and should therefore be taxed as costs and paid in full instead of pro rata with the ordinary claims. That said wharf was just as necessary a part of the costs for the safe-keeping of the said steamer while under seizure as the oil, wicks, &c., which the said commissioner has allowed among the items of the marshal's costs. And that opponents' libel and the evidence which clearly show that the said claim for wharfage accrued during the time the said steamboat was on under seizure, have been wholly disregarded by the said commissioner and not noticed by him at all.

3rd. Opponent Laurent Dumestre further opposes the said report because the commissioner has rejected the larger portion of his claim, namely, $502 and some cents, on the ground that it is for money loaned the master of said steamboat, when in fact such is not the case. On the contrary, the truth is that all the money which this opponent ever loaned the master of said steamboat was returned to him long since, and the entire amount claimed in this said opponent's libel is for supplies furnished to the said steamboat during her running time,
305 which is fully set forth in the said libel and bill annexed, and all which this opponent can fully establish by proof if he has a hearing in this honorable court, as he is entitled. That the said report deprives this opponent of the benefit of his admiralty lien, and is contrary to all equity.

Wherefore opponents pray that the said report be so amended as to allow the said claim for wharfage due opponents Drumm and Hanley as part of the costs of this suit, to be paid in full, and that the entire amount of the said claim of Laurent Dumestre be recognized as being for supplies furnished, and be allowed and paid as such, and opponents pray for such other and further relief and redress as to right and justice may appertain and the court is competent to give in the premises.

(Signed)

J. WARD GURLEY, JR.,
Proctor for Opponents.

Exception to report of Amanda M. F. Simonds et als.—Filed June 30th, 1874.

AMANDA M. F. SIMONDS, ADM'R', }
vs. }
ST'R JOHN T. MOORE. }

To the honorable E. H. Durell, judge of district court of the United States for the district of Louisiana:

306 Now comes Amanda M. F. Simonds, adm'r', libellant in the above cause, also D. C. McCan & Son, Wilson & Fagan, John Hennessy & Bro., Nicholas Theodore, Joseph A. Brown, John Bailey, adm'r, intervening libellants in this cause, into court, and except to the

report herein filed by J. W. Gurley, esq'r, United States commissioner, in the following particulars:

First. They except to and oppose the claim of John T. Moore & Co. allowed by said report and placed on the tableau of distribution for the sum of fourteen thousand one hundred and thirty-two $\frac{60}{100}$ dollars, on the ground that the evidence in the record shows that said claim is for money loaned by the said John T. Moore & Co. to the owners of said boat to build her; also money loaned to her owners to pay building debts and other personal obligations of the owners of said boat; also premiums on policies of insurance taken out by them to secure their own claims against the owners and for their own benefit; also for orders filled for planters and others in the country, and interest on those sums, and that the said John T. Moore & Co. took a mortgage on said boat to secure said claim, and gave the owners time, and also exacted
307 and received security for said claim before it was contracted.

And appearers further except and oppose the claim of the said John T. Moore & Co., on the ground that the said John T. Moore & Co. were the ship's *trusbond* and financial agents of the said steamboat from the time she came out in 1870 until her seizure in this cause in 1873, and as such they have no admiralty lien on said boat or her proceeds, and that their claim is not based upon an admiralty contract but upon the personal obligations of the owners of said boat and their securities, including the mortgage, and that the claim is stale and without equity, and ought to be rejected from said report.

Second. They except to and oppose the claim of Drum & Hanley, allowed by said report at one hundred and twenty-six $\frac{75}{100}$ dollars, on the ground that the Mississippi River is a public highway; that there was no wharf where the boat was laying, and no person any right to charge for the use of the banks of the river, and said claim is illegal, unjust, and ought not to be allowed.

Third. They except and oppose the claim of B. F. Smith, al-
308 lowed by said report for the sum of $330, on the ground that the evidence shows that the apparetus put in by the said Smith was under a contract with the owners, and at his own expense, and that he was to receive or share in the money saved on the fuel bills of the boat, and had no claim against her or her owners, except for his portion of the saving in the usual fuel bill of the boat; that said claim is not an admiralty contract or claim, and ought to be rejected from such report.

Wherefore appearers pray that this exception be maintained and the claims herein excepted to rejected and disallowed, and appearers pray for general relief.

(Signed) BENTRICK EGAN.
Proctor.

Assignment from A. P. Boardman and Lowd Walden.—Filed Feb'y 2d, 1875.

NEW ORLEANS, *July 10th*, 1874.

The undersigned being jointly and severally indebted to the estate of Samuel M. Connell for rent due and to become due up to 1st of October, 1874, of the building corner Delord and Baronne streets, in the sum
309 of eighteen hundred dollars, do, in consideration of said indebtedness, assign, transfer, and deliver and set over unto James M. Connell, esqr., attorney of the said estate of Samuel M. Connell, and for said estate, the claims and demands we have or may recover against

the steamer John T. Moore, or the proceeds of the sale of said steamer, now in the registry of the U. S. district court, and upon which claims a report was recently made by J. W. Gurley, esqr., U. S. commissioner, to an amount sufficient to pay said indebtedness, to wit, eighteen hundred dollars, and to that amount and extent do hereby severally authorize the clerk or other proper officer of said court, and also our attorneys, to take notice of this assignment and pay to the said James M. Connell, att'y as aforesaid, the said amount out of each and any amounts that have been or may be decreed to be due to us severally upon our said claims as aforesaid.

(Signed) A. P. BOARDMAN.
" LOWD WALDEN.

True copy of the original, withdrawn Feb'y 2d, 1875.
K. LOEW, *D'y Clk.*

310 Notice of within assignment acknowledged by me Feb'y 2d, 1875.

F. A. WOOLFLY, *Clk,*
Per K. LOEW, *D'y Clk.*

Intervening libel of Bell, Coggeshall & Hillerich.—Filed Jan'y 21st, 1876.

Bell, Coggeshall and Hillerich, composed of Thomas Bell, S. Coggeshall, and J. A. Hillerich, of Louisville, Kentucky, and successors to the firm of H. McClaran & Co., composed of H. McClaran and , duly authorized to collect all the claims and demands due said last-named firm, exhibits this their libel against the proceeds of sale of the steamboat John T. Moore, her boats, tackle, apparel, and furniture, and now in the registry of this hon. court, at the suit of , against all persons lawfully intervening for their interest therein, in a cause of contract civil and maritime.

And thereupon the said Bell, Coggeshall and Hillerich do allege and articulately propound as follows, to wit:

First. That some time during the month of Jan'y, 1871, said firm of H. McClaran & Co., composed of the members aforesaid, were em-
311 ployed by W. T. Boardman, master of the steamboat John T. Moore, to lengthen out the cabin of said steamboat, then at Louisville, Kentucky, and to furnish the materials and lumber necessary for that purpose; that said firm undertook to do said work and furnish said materials, and finished and completed the same January 31st, 1871, and which amount in all to the sum of $1,271.52, and which amount the said master and owner of said boat has repeatedly promised to pay since that date, and as late as Feb'y, 1873, and since, and upon which there is interest due at the rate of per cent. per annum from said 31st January, 1871, until paid; and a bill of which is herewith filed.

Second. That in undertaking to furnish said materials and to said work, in lengthening out said cabin as aforesaid, libellant relied as well upon the credit of the said steamboat and the lien thereupon which would accrue to him for the materials and labor to be by him so furnished, in virtue of the laws of the said State of Kentucky (where said work was done and materials furnished), as upon the personal credit of the said master and owner.

Third. That the said sum of $1,271.52 (twelve hundred and seventy-one dollars and fifty-two cents), with interest, still remains wholly unpaid and due the libellants.

312 Fourth. That all and singular the premises are true.

Wherefore the libellants pray that process of monition may issue to the marshal of the district aforesaid, commanding him to cite and admonish all persons having or pretending to have any right, title, or interest in the said steamboat John T. Moore, or the proceeds of the sale thereof, now in the hands of the marshal of this hon. court, at the suit of , to appear before this hon. court on the day of , or such other day to be inserted in the said monition as the court shall direct, then and there to answer the libellants in the premises, according to the course of courts of admiralty, and the rules and practice of this hon. court in civil causes of admiralty and maritime jurisdiction, and that this hon. court will for the libellants aforesaid demand and decree the same to be paid, with costs.

(Signed) , RICHARD DE GRAY, *Proctor.*

Exception to report of commissioner by Denis Long and Swifts' Iron and Steel Works.—Filed February 24th, 1876.

U. S. district court, district of Louisiana.

AMANDA M. F. SIMONDS *vs.* STEAMBOAT JOHN T. MOORE. } 10280.

313 And now comes into court Denis Long, of Louisville, Kentucky, and Swifts' Iron and Steel Works, of Cincinnati, Ohio, and except to the report of the commissioner herein filed on the 16th day of June, 1874, and for exception say:

1st. They except and object to said report because it does now allow as first claims to be paid in preference to and with priority over all other demands filed against said steamboat the claims and demands of the said Denis Long, for the building of the engines and machinery of said steamboat and for materials furnished and labor done in the building and equipment of said steamboat at Louisville, State of Kentucky, and the claims and demands of the said Swifts' Iron and Steel Works for the building the hull and other iron work of said steamboat, and for materials furnished and labor done in the construction of said steamboat at Newport, State of Kentucky, which claims are for the following sums respectively, to wit, Denis Long, $9,206.50, and interest as per intervening libel and exhibits on file; Swifts' Iron and Steel Works, $21,902.98 and interest, as per intervening libel and exhibits on file, for both of which sums said parties respectively have the first and highest

314 lien on the said boat, and the proceeds of sale thereof, now in the registry, under the State in which said materials were furnished and labor done and performed, to wit, the said Denis Long according to the laws of the State of Kentucky, and the said Swifts' Iron and Steel Works also according to the laws of Kentucky, and both of which claims are further and in addition thereto secured, and without a waiver or abandonment of the above-named lien by a mortgage granted to them conjointly by the owner or controlling and managing owner of said steamboat at Cincinnati, Ohio, on the 27th day of January, one thousand eight hundred and seventy-one, in which said mortgage it was expressly stipulated that said mortgage was not to impair the lien of these exceptors and opponents for the building of said boat, which said mortgage was in due form of law recorded in the custom-house at Cincinnati, Ohio, on the 8th day of February, 1871, at the place of the enrollment of said vessel, and by the existence of which said mortgage, beside said record-

ing, all the other intervening libellants in the above suit has personal knowledge and notice, and especially the said John T. Moore & Co.

2d. And the parties above named further except to said report,
315 and oppose each and every one of claims therein and thereby allowed, because none of the same are admiralty liens, and because none of the same that might be liens under the laws of Louisiana can be of any avail as against these exceptors and opponents, because the same have not been recorded as required by said laws of Louisiana and in accordance with said laws of Louisiana, and these exceptors and opponents aver that none of said claims can prevail against the lien and mortgage of these exceptors and opponents, because the contract under which said State liens are claimed (if liens at all, which is denied) was not recorded on the day on which the same was made.

3d. And the parties above named further oppose each and every one of the claims allowed because they are state and prescribed.

4th. And the parties above named especially oppose the claim of John T. Moore & Co. on the ground that the same cannot and ought not to prevail over the lien and mortgage of these opponents and exceptors, because the said John T. Moore & Co. had full knowledge and notice of the existence of said lien and mortgage before one dollar of the
316 indebtedness claimed by said John T. Moore & Co. had accrued.

Wherefore these exceptors & opponents pray that said report of said commissioner herein filed on the 16th June, 1874, be rejected and disallowed, and that the matters therein stated be recommitted to said commissioner with instruction to report thereon so as to allow as first claims to be paid in full the claims of these exceptors and opponents, and otherwise to report according to law.

5th. These opponents further oppose the claim of said John T. Moore, because by a proper application of the freight-money earned by said boat and collected by said John T. Moore & Co., all of them legitimate claims would be paid in full.

(Signed) RICHARD DE GRAY,
Proctor.

Order to certify record to circuit court.—Extract of minutes March 1st, 1876. Feb'y term, 1876.

His honor Judge Billings, having been counsel for certain parties to this suit, is of opinion that it would be improper for him to sit upon the trial of this cause, and therefore recuses himself, and directed the clerk that said fact, together with a copy of the record and proceedings therein, be certified to the circuit court of the United States for the district of Louisiana.

317 *Amended order.—Entered and filed March 2d, 1876.*

M. M. Cohn, esqr., proctor for the New Albany Insurance Company et al., moving the court to amend the order herein made in yesterday, it was ordered that said entry be amended by following the precise language of the statute, and order now reads as follows:

"His honor Judge Billings, having been counsel for certain parties to this suit, is of opinion that it would be improper for him to sit upon the trial of this cause, and directed that an authenticated copy hereof, with all the proceedings in the suit, be certified to the circuit court of the United States for this district."

Order to transfer funds, &c.—Extract of minutes, March 21st, 1876.

AMANDA M. F. SIMONDS
vs.
ST'B'T JOHN T. MOORE. } No. 10280.

On motion of M. M. Cohen, proctor for the mariners Boardman, the two pilots, and Lowd Walden, the clerk of said boat, it is ordered that the funds arising from the sale of said boat, which are now in the registry of this court, be transfered to the circuit court for the dis-
318 trict of Louisiana, into which court said case has been certified, in so far and for so much as shall be equal to the judgment in favor of A. Perkins Boardman, pilot, for $1,800; John Boardman, pilot, $1,200, as more fully appears by a certified copy of said judgment hereto annexed and made part hereof.

Order to transfer balance of funds, &c.—Extract of minutes, M'ch 22d, 1876.

AMANDA M. F. SIMONDS
vs.
ST'B'T JOHN T. MOORE. } No. 10280.

Ordered, that the balance of the funds in the registry of this court to the credit of this case, amounting to $15,366.34 (fifteen thousand three hundred and sixty-six $\frac{34}{100}$ dollars), be transferred to the circuit court of the United States for this district, to which court this cause had been certified, the clerk taking a proper receipt for the same.

Proceedings in U. S. circuit court. Motion & order, exception to commissioner's report fixed.—Extract from the minutes.

NEW ORLEANS, *Monday, March 6th*, 1876.

319 Court met pursuant to adjournment.
Present, Hon. Wm. B. Woods, circuit judge.

November term, 1876.

A. M. SIMONDS ET AL.
vs.
ST'B'T JOHN T. MOORE. } No. 7794.

On motion of R. De Gray, proctor for the Swifts' Iron and Steel Works and Dennis Long and others, it is ordered that the exceptions to the commissioner's report in this case be set down for trial for Monday, March 20th, 1876, at 11 a. m., and that all parties in interest be notified thereof.

Amended libel of Swifts' Iron and Steel Works.—Filed March 14th, 1876.

U. S. circuit court. Transferred from U. S. district court.

AMANDA F. SIMONDS
vs.
ST'B'T JOHN T. MOORE. } 7794.

To the circuit court of the United States for the district of Louisiana:

The amended libel of the Swifts' Iron and Steel Works of Cincinnati,

Ohio, affirming all the allegations in their original intervening libel contained, further alleges, propounds, and says:

First. That the said mortgage in said intervening libel set forth,
320 and made part thereof and filed herein, was on the day of February, 1871, duly recorded in the custom-house at Cincinnat*ti*, Ohio, and a certificate of the granting of said mortgage and the recordation of the same was endorsed by the custom-house authorities at Cincinnati aforesaid, on the enrollment issued to said steamboat at said port of Cincinnat*ti*, in February, 1871, and was and is also endorsed on the enrollment No. 123 perm*enant*, granted to said steamboat by the collector of the port of New Orleans in February or March, 1871, and is now of record on said enrollment on file in said custom-house at New Orleans.

Wherefore this intervening libellant, affirming all the allegations and prayer of original intervening libel, further prays for leave to file this amended libel, that all parties be cited and served with a copy thereof, that the court will pronounce on their claims, and decree the same to be paid in preference to and with priority over all other claims, and will grant such other and further relief and redress as to right and justice may appertain and as the court is competent to give in the premises.

(Signed) RICHARD DE GRAY,
Proctor.

Let this amended libel of the Swifts' Iron and Steel Works be filed as prayed for.

321 New Orleans, March 14th, 1876.

(Signed) W. B. WOODS, *Judge.*

Amended libel of Dennis Long.—Filed March 14th, 1876.

U. S. circuit court. Transferred from U. S. district court.

AMANDA SIMONDS *vs.* ST'B'T JOHN T. MOORE. } 7794.

To the circuit court of the United States for the district of Louisiana:

The amended libel of Denis Long, of Louisville, Kentucky, affirming all the allegations in their original intervening libel contained, further alleges, propounds, and says:

First. That the said mortgage in said intervening libel set forth, and made part thereof and filed herein, was on the day of February, 1871, duly recorded in the custom-house at Cincinnat*ti*, Ohio, and a certificate of the granting said mortgage and the recordation of the same was endorsed by the custom-house authorities at Cincinnat*ti* aforesaid, on the enrollment issued to said steamboat at said port of Cincinnat*ti*, in February, 1871, and was and is also endorsed on the enrollment No.
123 perm*enant*, granted to said steamboat by the collector of
322 the port of New Orleans in February or March, 1871, and is now of record on said enrollment on file in said custom-house at New Orleans.

Wherefor, this intervening libellant, affirming all the allegations and prayer of original intervening libel, further prays for leave to file this amended libel, that all parties be cited and served with a copy hereof, that the court will pronounce on his claim and decree the same to be paid in preference to and with priority over all other claims, and wil

grant such other and further relief and redress as to right and justice may appertain and as the court is competent to give in the premises.

(Signed) RICHARD DE GRAY,
Proctors.

Let this amended libel of Dennis Long be filed as prayed for.
New Orleans, March 14, '76.
(Signed) W. B. WOODS, *Judge.*

Opposition of John T. Moore & Co. to the report of the commissioner in admiralty.—Filed March 15th, 1876.

AMANDA M. F. SIMONDS, ADMINISTRATRIX,
vs.
ST'R JOHN T. MOORE. } No. 7794.

323 United States circuit court for the district of Louisiana, in admiralty sitting; the honorable Wm. B. Woods, judge, presiding.

Now come into court the intervening libellants John T. Moore & Co., and oppose the report of J. W. Gurley, admiralty commissioner, to whom this cause was referred, on the following grounds:

1st. The commissioner erred in holding that the claimants for materials and supplies furnished and supplied said boat in the State of Louisiana had admiralty liens upon said steamboat because said steamboat was enrolled at the custom-house in this city, and that her sole and only owner, C. J. Boardman, resided in this city, and in consequence thereof the home port of said boat was the port of New Orleans, and no admiralty lien existed in favor of said material-men; that the only liens existing upon said steamer was the lien in favor of the officers (except the master), men, and crew of said vessel, and the lien for costs of court, and the right in the nature of a lien in favor of the duly mortgage creditors vs. these opponents.

324 2d. Opponents oppose said report because the amount of their claim was not allowed with preference over the claims of all other person or persons except the officers (not including the master), men, and crew, and the costs of court, by reason of the duly recorded mortgage in favor of these opponents and against said steamer; that these opponents have the only mortgage against said vessel, and all the proceeds arising from the sale of said steamer, after paying the lien claims of the parties above named, should have been given to these opponents, who are legally entitled to the same.

Wherefore these opponents pray that said report be amended by placing the claim of these opponents on the said report, to be paid with preference over all other parties except the claims of the aforesaid officers, men, & crew of said vessel and the costs of court, and these opponents pray for all further general and equitable relief that may in the premises be granted.

(Signed) SINGLETON & BROWNE,
Proctors for Opponents, John T. Moore & Co.

325 *Amended libel of Swifts' Iron and Steel Works.—Filed March 20th, 1876.*

U. S. circuit court. Transferred from U. S. dist. court, dist. of Louisiana.

AMANDA M. F. SIMONDS, ADMINISTRATRIX,
vs.
ST'B'T JOHN T. MOORE.

To the circuit court of the United States for the district of Louisiana:

The further amended libel of Swifts' Iron and Steel Works, with the leave of the court first had and obtained, alleges and articulately propounds as follows, to wit:

First. That through error and mistake of counsel the said Swifts' Iron and Steel Works was alleged, in their original intervening libel filed herein, to be a corporation duly chartered under the laws of the State of Ohio, whereas the truth is and was that said Swifts' Iron and Steel Works, a corporation duly chartered by a special act of the State of Kentucky, being chapter 908 of the acts of said State of Kentucky, duly approved on the 17th day of February, 1866, as will more fully
326 appear from a duly certified copy of said act of incorporation, herewith filed and made part hereof.

Second. That the work and labor done and materials furnished in the construction of said steamboat John T. Moore by said Swifts' Iron and Steel Works was done and furnished at Newport, Kentucky, and not at Cincinnati; and that under the laws of said State of Kentucky libellants have a lien on said steamboat for said labor done and materials furnished, which said lien is especially recognized and reserved as set forth in their mortgage on said steamboat, and which was duly recorded according to law.

Third. That all and singular the premises are true.

Wherefore said Swifts' Iron and Steel Works pray leave to file this amended libel, that the court will pronounce on their claim and decree the same to be paid with costs, and for such other and further relief and redress as to right and justice may appertain and as the court is competent to give in the premises.

(Signed) RICHARD DE GRAY,
Proctor.

327 *Order.*

Let this ameded libel be filed.
New Orleans, March 20th, 1876.
(Signed) W. B. WOODS, *Judge.*

Act of incorporation referred to in and made part of the foregoing amended libel.—Filed March 20th, 1876.

CHAPTER 908.

A bill to incorporate Swifts' Iron and Steel Works.

Be it enacted by the general assembly of the commonwealth of Kentucky,

§ 1. That Alexander Swift, Edwin Swift, and their associates who may

become stockholders, be, and are hereby, created a body corporate and politic, with perpetual succession, by the name of Swifts' Iron and Steel Works, with a capital of five hundred thousand dollars, which may be increased to one million dollars, divided into shares of one hundred dollars each, and by and in that name may sue and be sued, contract and be contracted with, purchase, hold, sell, and convey such real and
328 personal estate as shall be deemed necessary for the use of the company in the transaction of its business.

§ 2. The business of the company shall be under the control and care of a board of directors, who shall not be less than three nor more than seven in number, which shall be determined by the by-laws made after the first election, at which only three shall be elected, and shall be held at the time and place appointed by the corporators on giving notice to the stockholders.

§ 3. The directors shall serve one year and until their successors shall be elected; and after the first election the time and place of holding the election shall be fixed by the by-laws; one vote shall be allowed for each share of stock, and may be voted on by proxy.

§ 4. The directors shall elect one of their body president, one vice president, a secretary, and treasurer. The president and vice-president must be stockholders. The board of directors shall make such by-laws as may be deemed necessary for the government of the company and its officers and agents, fill vacancies in their own body, appoint
329 such officers and agents as the company desire, prescribe their powers and duties, fix their compensation, and may require bond with adequate security for the performance of the duties required at any time during their continuance in office or agency; contracts shall be signed by such officers and agents as the by-laws direct; and the subscriptions to and payment of the stock shall also directed thereby on such as shall be subscribed after the first election of directors. The subscription previous thereto shall be taken by the corporators as they may deem best.

§ 5. The business of the corporation shall be the mining of iron ore and other metals and of coal, and the transportion thereof to market, the manufacture of iron, pig, bloom, bar, sheet, and in any other form or character desired, also the manufacture of steel, machinery, tools, &c., and they may also contract to build or construct boats or ships, where they are constructed mostly or part of iron or steel, and cars and railway tracks for their own use. They may erect all necessary
330 buildings, mills, furnaces, and improvements for the use and convenience of the business of the company.

§ 6. This act to take effect from its passage.

H. TAYLOR,
Speaker of the House of Representatives.
RICHARD T. JACOB,
Speaker of the Senate.

Approved February 17th, 1866.

THOS. E. BRAMLETTE,
Gov. of Ky.

COMMONWEALTH OF KENTUCKY,
Office of Secretary of State:

I, E. L. Van Winkle, secretary of state and keeper of the archives thereof, do hereby certify that the foregoing copy of an act approved 17th February, 1866, is a full, true, and correct copy from the original enrolled bill on file in this office.

In testimony whereof, I have hereunto set my hand and affixed my official seal. Done at Frankfort, this 21st day of February, A. D. 1866.

[SEAL.] (Signed) E. L. VAN WINKLE,
Sec'ty of State,
By JAS. R. PAGE,
Ass't Sec'y.

331 *Decree as to report of commissioner.—Extract from judgment book.*

Circuit court of the United States, fifth circuit, and district of Louisiana, November term, 1875.

NEW ORLEANS, *Monday, March* 20, 1876.

Court met pursuant to adjournment.
Present, Hon. W. B. Woods, circuit judge.

AMANDA F. SIMONDS, ADM'TR'X,
vs.
ST'R JOHN T. MOORE. } No. 7794.

This case came up for hearing on opposition to the commissioner's report. Present Messrs. M. M. Cohen, Richard De Gray, Singleton & Browne, Bentinck Egan, W. H. Foster, Jas. McConnell, Jas. Lingan and J. W. Gurley, jr. Whereupon, after hearing argument on the claims of the mariners, A. Perkins Boardman, John Boardman, and Lowd Walden, it is considered by the court that the report of the commissioner as to these three mariners be amended so as to allow to each one of them payment of his wages for the last six months of service rendered by them previous to the seizure of the boat, as follows, viz:

332 A. Perkins Boardman, pilot, 6 months, at $300 per month $1,800 00
John Boardman, pilot, 6 months, at $300 per month 1,800 00
Lowd Walden, clerk, six months, at $200 per month 1,200 00

As to the residue of the report, the court took time to advise, and allowed the proctors until the 25th instant to submit briefs.

Decree rendered March 20th, 1876.
Decree signed March 24th, 1876.
(Signed) W. B. WOODS, *Judge.*

Order, rule absolute.—Extract of minutes book.

NEW ORLEANS, *Saturday, April* 1*st*, 1876.

Court met pursuant to adjournment.
Present, Hon. Wm. B. Woods, circuit judge.

A. M. F. SIMONDS
vs
ST'R JOHN T. MOORE. } No. 7794.

The rule taken by Dennis Long et. al. on 27th ulto. was called up. R. De Gray for movers, Singleton & Browne for defendants in rule.

333 And after hearing argument, it is ordered that the rule be made absolute and ten days be allowed to take depositions in the cause.

Affidavit of R. De Gray.—Filed & offered in evidence April 1st, 1876.

U. S. circuit court.—Transferred from U. S. district court.

AMANDA F. SIMONDS
vs.
ST'B'T JOHN T. MOORE. } No. 7794.

Richard De Gray, being duly sworn, deposes and says that on the 23d day of February, 1876, he was first employed in the above suit by Dennis Long, of Louisville, Kentucky, and the Swifts' Iron and Steel Works (a corporation duly chartered under special act of the legislature of Kentucky, and doing business at Newport, in said State), to look after their claims, secured by mortgage on the above steamboat; that he immediately made inquiry as to the whereabouts of the late owner of said steamboat, Charles J. Boardman, and was informed that he was engaged as pilot on the steamboat, running between Shreveport, La., and the Indian Nation, on Upper Red River, where he had been engaged for a considerable time previous; that he thus enquired for C. P.
334 Boardman for the purpose of ascertaining whether or no John T. Moore & Co. had full knowledge and actual notice of the existence of the mortgage he, said C. J. Boardman, through the said W. T. Boardman and his att'y in fact, had granted to said Dennis Long and said Swifts' Iron and Steel Work, in January, 1871, before he, the said C. J. Boardman, gave a mortgage to said John T. Moore & Co.; that not finding C. J. Boardman, he then inquired for and found W. T. Boardman, the former master of said steamboat, and directed the above inquiry to him; that thereupon said W. T. Boardman informed deponent that said John T. Moore & Co. had full knowledge and actual notice of the existence of the mortgage on said steamboat John T. Moore, in favor of Dennis Long and Swifts' Iron and Steel Works, before any mortgage was given on said boat to John T. Moore & Co.; that there was and could be no dispute on this point, and that John T. Moore & Co. would not deny it; that deponent thereupon caused his evidence to be taken, and that afterwards, when said John T. Moore went on the stand and denied under oath all knowledge of the mortgage in favor
335 of said Long and Swifts' Iron and Steel Works until long after the giving of the mortgage in favor of John T. Moore & Co., he was greatly taken by surprise, and immediately telegraphed said C. J. Boardman and Alexander Swifts, and was answered John T. Moore & Co. positively knew of said mortgage before they got a mortgage.

(Signed) RICHARD DE GRAY.

Sworn to and subscribed before me this 1st day of April, 1876.

(Signed) E. HIESTAND,
U. S. Comm'r.

Petition of mortgage and lien creditors for surplus in registry.—Filed February 5th, 1877.

U. S. circuit court, dist. of Louisiana. Transferred from dist. court.

AMANDA M. F. SIMONDS
vs.
STEAMBOAT JOHN T. MOORE.

To the honorable the circuit court of the United States for the district of Louisiana:

The petition of the Swifts' Iron and Steel Works, a corporation duly

chartered under the laws of the State of Kentucky, and domiciled at Newport, in said State, and of Dennis Long, of Louisville, in said State of Kentucky, respectfully shows:

336 That said steamboat John T. Moore has been sold under decree of this hon. court, and that the proceeds of sale are now in the registry of this hon. court; that after the payment of all the admiralty liens and costs and charges, there is a balance of the proceeds of said sale amounting to and upwards, on which there is no lien or privilege except that of petitioners', set forth in their original intervening and supplemental and amended intervening libels, and to which they are entitled both as material-men under the statutes of the State of Kentucky, and as mortgage's, as set forth as aforesaid.

Wherefore petitioners pray that this hon. court will pronounce for their aforesaid demand set forth and described as aforesaid, and decree that said proceeds of sale be appropriated and applied to the payment, as far as the same may go, of the mortgage and privileges and liens held and owned by petitioners, and for such other and further relief and redress in the premises as the court is competent to give.

(Signed) RICHARD DE GRAY, *Proctor.*

337 *Motion & order, submission of case.—Extract from minutes, April 22d, 1876.*

A. M. F. SIMONDS
vs.
ST'B'T JOHN T. MOORE. } No. 7794.

On motion of Richard De Gray, proctor for the Swifts' Iron and Steel Works and Dennis Long and others, and on suggesting to the court that the time allowed for taking further proof has elapsed and said evidence been closed, it is ordered that said case be now submitted to the court for the determination and decision of the matters in said above suit set forth.

Rule.—Extract from the minutes of November 24th, 1876.

AMANDA M. F. SIMONDS
vs.
ST'B'T JOHN T. MOORE. } No. 7794.

On motion of Richard De Gray, proctor for the Swifts' Iron and Steel Works and Dennis Long, and on suggesting that said steamboat has been sold by Marshal Packard, who was ordered to deposit the proceeds of said sale in the registry of the court; that he has failed to fully
338 comply with said order; and that there now remains in his hands eight hundred dollars and upwards, it is ordered by the court that said S. B. Packard show cause, on the 29th day of November, 1876, at 11 a. m., why he should not forthwith deposit, in the registry of this court, the balance of the proceeds of sale of the above-named steamboat, now in his hands, in accordance with the order of court, and in default of so doing why he should not be punished for contempt of court.

Continuance rule.—Extract from the minutes of Dec'r 9th, 1876.

MRS. A. M. SIMONDS
vs.
ST'B'T JOHN T. MOORE. } No. 7794.

By consent of counsel the rule of 24 ultimo is continued to Saturday, 16th instant, at 11 a. m.

Decree.—Extract from judgment book.

Circuit court of the United States, fifth circuit and district of Louisiana, April term, 1877.

NEW ORLEANS, *Tuesday, May 29th*, 1877.

Court met pursuant to adjournment.
339 Present, hon. W. B. Woods, circuit judge.

AMANDA M. F. SIMONDS
vs.
ST'R JOHN T. MOORE. } No. 7794.

This cause having been transferred to this court from the United States district court for the district of Louisiana, by virtue of section 601 of the U. S. Revised Statutes, the judge of the district court having been of counsel for one of the parties, this day came on to be heard upon the original libel, and the several libels of intervention, exhibits, exceptions, answers, report of master, exceptions thereto, and the evidence and other papers on file in the cause, and was argued by counsel of the several parties.

It appears from the record that by virtue of an order of sale heretofore made in the cause by the district court, the said steamboat was sold for the sum of $21,000, which sum was paid into the registry of the court, and the controversy between the several parties being in regard to the distribution of the said fund among the creditors of said boat, and that being the only question submitted to this court, the court, after due deliberation and being fully advised in the premises, find the following facts:

340 1. The said steamboat John T. Moore was owned by one C. J. Boardman. She was built on the Ohio River, at Cincinnati, but the Swifts' Iron and Steel Works furnished materials and labor in her construction in the State of Kentucky, for the value of which they took the mortgage hereinafter mentioned. The local law of Kentucky gave a lien to mechanics and others for work and material done and furnished in building or equipping any boat or vessel in that State, with preference or priority therefor over any other debt of the owner except to the officers and hands, and over all other liens thereafter created. Said law also declared that said liens given thereby should not be enforced against a purchaser without actual notice thereof, unless suit were instituted within one year from the time the cause of action accrued, or unless notice thereof was endorsed on or attached to the enrollment of the vessel.

The fact of the mortgage to the Swifts' Iron and Steel Works and Dennis Long on said John T. Moore, hereinafter mentioned, was endorsed on both the temporary and permanent enrollment of said boat John T.

Moore, and in said mortgage the time given by the statutes of
341 the State of Kentucky was expressly noticed and reserved.

The John T. Moore was completed and equipped early in the year 1871, and her home port was at the date of her sale aforesaid, and always had been, at New Orleans in the State of Louisiana.

2. That there have been incurred in costs of court in this suit the sums of money heretofore reported by the master, amounting in the aggregate to the sum of $2,190.15, which have been paid, or if not paid, are still due to the officers and persons named in the report of the master filed June 16th, 1874, upon page two of said report. And in addition to said sum there is due to the intervenors Drumm and Hanly, for wharfage, which was necessarily incurred after the seizure of said boat, and while she was in the hands of the marshal under seizure, the sum of $101.25, which should be paid to them as part of the costs and expenses of suit. This sum added to the costs, &c., of suit, as found by the master, make the entire amount of said costs, &c., to be $2,291.40.

This claim for costs or so *small* of it as remains unpaid, is, if right, to be first paid out of the fund.

342 3. The master has by his preliminary report filed April 29th, 1874, found that there was due to the mariners therein named the sums respec*ful*ly set forth opposite their names, amounting in the aggregate to $1,019.51, and this court by an interloctory decree made March 20th, 1876, found that there were due and ordered to be paid A. Perkins Boardman and John Boardman each the sum of $1,800 for their wages as pilots on the said boat, and to Lowd Waldon the sam of $1,200 for his wages earned as clerk of said boat. And the court now finds the sums so reported by the master as due respectively to the persons named in his report filed 29th April, 1874, for mariners' wages, were in fact due as reported, and that the sums found due by the said interlocutory decree of March 20th, 1876, to A. P. Boardman, John Boardman, and Lowd Waldon, were in fact due them respectively as pilots and clerk of said boat, and that said claims for mariners' wages, amounting in the aggregate to $5,819.51, were a first lien upon the proceeds of the sale of said boat next after the said costs and expenses of suit; and so far as said mariners' wages have not already been paid out of said fund,
343 they are entitled to payment before any other claims, except the costs and expenses of suit.

The court now further finds that there is due from said steamboat John T. Moore to the libellants Foster and Rockwood, of St. Louis, Missouri, for necessary supplies furnished her at St. Louis, Missouri, the sum of $98.40, with interest at five per cent. from February 14th, 1873, at which date said supplies were furnished, and that said sum is entitled to priority of payment out of said proceeds of sale over any of the claims.

4. The services of M. E. Hill, John Anderson, and Peter Williams, as watchmen on said boat, were rendered while said boat was lying up in port, and are therefore not liens upon said boat, and not entitled to be paid out of the fund, the proceeds of her sale.

5. That there was due on January 27th, 1871, from the owner of said boat, C. J. Boardman, to Swifts' Iron and Steel Works, which was a corporation incorporated by the laws of Kentucky, and domiciled at Newport, Kentucky, the sum of $21,902.98 for work and materials furnished in the construction of said boat, and on the same day to
344 Dennis Long, of Louisville, Kentucky, in the sum of $9,206.52, also for materials and work in the construction of said boat. That on the said 27th day of January, 1871, the said C. J. Boardman, as owner as aforesaid, executed a mortgage on said boat to the said Swifts'

Iron and Steel Works, and to Dennis Long, to secure to them respectively said sums of money and interest; that said mortgage was signed and acknowledged in presence of Robert Ferguson and W. R. Thompson, as witnesses, the latter of whom was a notary public, but who did not sign officially, and there was no other or further acknowledgment of said mortgage before a notary public; that said mortgage was recorded in the office of the collector of customs at Cincinnati, Ohio, on February 8th, 1871, and that before and at the time of the registry said mortgage, to wit, on February 6th, 1871, the said boat had been and was temporarily enrolled in the said port of Cincinnati, Ohio, and that said mortgage was never recorded elsewhere.

6. That on the 22d of February, 1871, the said C. J. Boardman, owner of said boat, at the office of the collector of customs in the port of New Orleans, La., surrendered his temporary enrollment took out
345 Cincinnatti, on Feb'u'ry 6th, 1871, and had his said boat permanently enrolled in the said office of the collector of customs at New Orleans.

7. That on January 3, 1872, the said C. J Boardman, being still the owner of said boat John T. Moore, was indebted to the intervenors, the commercial firm of John T. Moore & Co., of New Orleans, for cash advanced for the use of said boat, in the sum of $14,699 22, to bear interest at eight per cent. per annum, and on the day and year last aforesaid executed to the said commercial firm of John T. Moore & Co. a mortgage on said boat to secure the said sum of $14,699.22, and any further advances that the said John T. Moore & Co. might make to said C. J. Boardman, the entire indebtedness not to exceed twenty thousand dollars. Said mortgage was duly executed and acknowledged before Wm. J. Castel, a notary public of the parish of Orleans, La., and recorded in the office of the collector of customs of the port of New Orleans on June 4, 1872.

8. That at and before the execution of the said mortgage to the commercial firm of John T. Moore & Co. the said firm had actual notice and knowledge of the existence and registry of the said mortgage
346 made by the said C. J. Boardman on said boat to the Swifts' Iron and Steel Works and Dennis Long.

9. A mortgage on the steamboat John T. Moore was presented at the custom-house in New Orleans for record and the record was refused, because it was not acknowledged before a notary public or commissioner of deeds, but in whose favor the mortgage was drawn or the date it was presented does not appear. Swift at one time left his mortgage on the John T. Moore in New Orleans to be recorded in the custom-house there, but the parties having it failed to have it recorded.

Swifts' Iron and Steel Works manufactured the iron for the hull of the John T. Moore at their factory in Newport, Kentucky; it was then loaded on drays, and, with bills for each dray-load, sent to Cincinnatti, and there delivered to the contractors for building the hull. The contract with the Swifts' Iron and Steel Works for this iron was made in Cincinnatti, Ohio, where said Swifts' Iron and Steel Works had an office.

10. That of the sums due to the said John T. Moore & Co. for
347 supplies to the said steamboat John T. Moore, furnished in her home port, New Orleans, there was recorded a claim for $4,160.64, on May 8, 1873, in the office of the recorder of mortgages for the parish of Orleans. Said supplies were furnished between the 17th of January, 1873, and the 27th of April, 1873. But none of said bills for supplies were recorded on the day when the same were furnished on the contract to furnish them was made.

11. That the commercial firm of W. G. Coyle & Co., domiciled in the city of New Orleans, furnished said boat, after her permanent enrollment in the custom-house of the port of New Orleans, and after the 4th Feb'y, 1873, necessary supplies to the amount of $3,873\frac{50}{100}$, and their account and claims for said amount against said boat was recorded in the office of the recorder of mortgages for the parish of Orleans on January 9th, 1874, long after the registry of the said mortgage to John T. Moore & Co. Said supplies were furnished by said W. G. Coyle & Co. to the said John T. Moore in her home port.

12. That the claims of the said libellant, Amanda M. F. Simonds, and of the intervenors whose claims are mentioned by the master upon
348 pages three and four of his report filed June 16th, 1874, except the claims of six insurance corporations for premiums on policies of insurance on said boat, the said claim of Dennis Long and Swifts' Iron and Steel Works, and claim of John Letherby, builder, the claim of Foster & Rockwood for $98.40, above mentioned and provided for, and the claim of Drumm and Hanly for wharfage, except so much of the latter claim as have been hereinbefore allowed as part of the costs and expenses of this suit, were all for supplies, materials, and repairs furnished said boat in her home port, to wit, the port of New Orleans; that none of said claims have ever been recorded in the office of the recorder of mortgages of the parish of Orleans, and if they are entitled to any lien on the proceeds of said boat, such lien is inferior to the lien of the said mortgage to the said John T. Moore & Co.

13. That the claims of said insurance companies are for premiums upon policies taken out on said boat by C. J. Boardman in his own name and for his own benefit, and that they have no lien on said fund.

349 14. That the claim of said John Litherby is for a debt contracted by C. J. Boardman, owner, in the construction of said boat, and has no lien upon said fund.

15. That the amount due on said mortgage to John T. Moore & Co. is more than sufficient to absorb the amount remaining in the registry of the court after the payment of the costs and expenses of this suit, and the sums allowed for mariners' wages.

And as conclusions of law based on the facts so found as aforesaid, the court rules—

1st. That the costs and expenses of suit found as aforesaid should be first paid out of the proceeds of said sale.

2d. That next after the payment of said costs and expenses the sums found due for mariners' wages should be paid in preference to any other claimant in said fund.

3d. That the sum due on the mortgage aforesaid to John T. Moore & Co. is superior as a lien and should be first paid before the claim of the said Amanda M. F. Simonds, the original libellant, or the claims of W. G. Coyle & Co., or any other intervenors mentioned on pages 3 and 4, of the master's report, filed June 16th, 1874, except the claim of
350 the Swifts' Iron and Steel Works and Dennis Long, and except so much of the claim of Drumm and Hanley for wharfage as has been allowed as part of the expenses of suit, and the said claim for $98.40 of Foster and Rockwood.

4th. That by reason of the actual notice to the said John T. Moore & Co., before the execution of the said mortgage to them, of the existence and registry of said mortgage to the Swifts' Iron and Steel Works and Dennis Long, have an older and better lien upon the proceeds of said sale by reason of their said mortgage, than the said John T. Moore &

Co. by reason of their said mortgage, or by reason of any other claim or lien of the said John T. Moore & Co.

5th. That after the payment of the costs and expenses of suit, and mariners' wages found due as aforesaid, and the said claim $98.40 due Foster and Rockwood, the Swift's Iron and Steel Works and Dennis Long are entitled to be first paid out of said proceeds of sale.

6th. The amount remaining in the registry after payment of costs and mariners' wages as aforesaid being insufficient to pay said Swift's Iron and Steel Works and Dennis Long in full of their claims, the said
351 residue must be divided pro rata between said Swift's Iron and Steel Works and Dennis Long.

It is therefore ordered, adjudged, and decreed that out of the proceeds of sale of the steamer John T. Moore, now in the registry of this court, amounting to $15,266.94, there by paid—

1st. Costs clerk C. C., including com'r $10, $120.25; registrar C. C. 1 %, 152.66; proctor, 5.

2d. To Drumm and Hanly, for wharfage while the boat was in marshal' hands, 101.25; to Foster & Rockwood, for supplies in foreign port, with 5 % int. from 14th February, 1873, 98.40, and that the balance of said proceeds be paid to the Swift's Iron and Steel Works and Dennis Long in preference to and with priority over all other parties, to be divided between said Swift's Iron and Steel Works and Dennis Long in the proportion that the amount of the claims of each bear to the whole of said balance, the claim of the Swift's Iron and Steel Works being $21,902.98, with interest, and that of Dennis Long $9,206.52, with interest, and that they have judgment therefor.

352 Items cost of court, $2,190.15, recited in finding of facts No. 2; and item mariners' wages, $5,819.51, in finding of facts No. 3, appear to have been already paid.

Decree rendered May 29th, 1877.

Decree signed June 4th, 1877.

(Signed) W. B. WOODS, *Judge.*

Motion & order for appeal.—Entered & filed June 7th, 1877.

U. S. circuit court, fifth circuit, district of Louisiana.

AMAND M. F. SIMONDS *vs.* STEAMER JOHN T. MOORE. } No. 7794.

On motion of Singleton and Browne, proctors for the commercial firm of John T. Moore & Co., intervenors in said suit, and on showing that they as intervenors in said suit claimed a sum far exceeding five thousand dollars to be paid to them by lien, privilege and preference out of the proceeds arising from the sale of said steamboat John T. Moore, deposited in the registry of the court, and on showing that a final judgment was rendered against them on their said intervention dismissing their said demand in toto on the 29th May, 1877, and signed on
353 the 4th of June, 1877; and on further showing that they are advised that there is error in said judgment to their prejudice from which they cannot be relieved except by an appeal to the Supreme Court of the United States; and on further showing that they desire to appeal suspensively from said judgment to the said Supreme Court: it is therefore ordered by the court that the movers be allowed an appeal from said judgment, to operate as a supersedeas, on furnishing bond with

good and solvent security in the sum of five thousand dollars, conditioned according to law, and that the same be made returnable on the first day of the next term of the Supreme Court of the United States.

Bond for appeal.—Filed June 13th, 1877.

UNITED STATES OF AMERICA:

United States circuit court, fifth circuit district of Louisiana.

AMANDA M. F. SIMONDS
vs.
STEAMER JOHN T. MOORE. } No. 7794.

Know all men by these presents that we, the commercial firm
354 of John T. Moore & Co., composed John T. Moore and John T. Moore, jr., intervenors in said suit as principals, and Nicholas Burke as security, are held and firmly bound unto Amanda M. F. Simonds, administratrix of succession of John S. Simonds, libellant; Foster and Rockwood, commercial firm, composed of Ralph T. Foster and Thomas H. Rockwood; Snowden and Otte, commercial firm, composed of Theodore Snowden and George F. Otte; J. C. Huntington & Co., commercial firm, composed of John C. Huntington, Orcenthe F. Tice, Charles L. F. Huntington; William Moran; M. Condon; M. Cendon; John Pigniola and Cietovich, composed of John Pigniola and Andrew Cietovich; Nicholas Glasser, David Hughes; Sinnott and Adams, composed of John C. Sinnott and Robert W. Adams; New Albany Insurance Company, incorporation; Union Insurance Company, incorporation; Farmers' Insurance Company, incorporation; Franklin Insurance Company, incorporation; Western Insurance Company, incorporation; Nashville Insurance Company, incorporation; Wakeman & Spearing, a commercial firm, composed of L. B. Wakeman and John F. Spearing; Henry A. Boyce; Crescent City Ice Company, a corpo-
355 ration; G. F. Miller & Co., composed of George F. Miller and John B. Williams; A. D. Finlay & Co., a commercial firm, composed of ; Frank Mariano; James Wymer; Dennis Long; William G. Coyle & Co., a commercial firm, composed of William G. Coyle and Samuel Alston; John Litherbury; John Bailey, administrator of the estate of John A. Bailey; John Hennessey & Bro., composed of John and Hennessey; Nicholas Theodore; Wallace & Co., a commercial firm, composed of David, John, and James Wallace, G. G. Wilder, and G. W. Bancker; Lagan and Mackison, commercial firm, composed of Matthew G. Lagan & James Mackison; Drumm and Hanley, commercial firm, composed of Phillip Drumm and Hanley; Wilson and Fagan, commercial firm, composed of John Wilson and William Fagan; Laurent Dumestre; Walter & Blank, commercial firm, composed of Frank Walter and John Blank; D. C. McCan & Son, commercial firm, composed of David C. McCan and Charles P. McCan; Joseph A. Brown; Benjamin F. Smith; United States Gas Light Company, a corporation; A. M. Granger; Swifts' Steel and Iron Works, a corporation, Alexander Swifts, president; M. E. Hill; Bell, Coggeshall, and
356 Hillerich, composed of Thomas Bell, T. Coggeshall, and J. A. Hillerich, successors to the firm of H. McClaron & Co., composed of H. McClaron, in the sum of five thousand dollars, to be paid to said obligees, for the payment of which well and truly to be made in lawful money of the United States we bind ourselves, and each of us, our and

each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated at New Orleans the day of June, 1877.

Whereas the above-named commercial firm of John T. Moore & Co. have this day filed a motion in the honorable the circuit court of the United States for the fifth circuit, holding sessions in and for the district of Louisiana, praying for an appeal from a final judgment rendered against them in the above entitled and numbered cause to the Supreme Court of the United States, and made returnable on the second Monday of October next:

Now, therefore, the condition of this obligation is such, that if the above-named appellants shall prosecute their appeal to effect, and answer all damages and costs, and satisfy whatever judgment may
357 be rendered against them, if they fail to make their appeal good, then this obligation to be void, otherwise the same shall be and remain in full force and effect.

(Signed) JOHN T. MOORE & CO. [SEAL.]
" NICHOLAS BURKE. [SEAL.]

Witness:
CHARLES B. SINGLETON.

Approved.

EDWARD C. BILLINGS, *Judge.*

Nicholas Burke, surety on the within appeal bond, who, being duly sworn, deposes and says that he resides in this city and is worth the sum of five thousand dollars over and above his just debts and liabilities.

(Signed) NICHOLAS BURKE.

Sworn to and subscribed before me this 13th day of June, 1877.

(Signed) F. A. WOOLFLEY,
Comm'r U. S. Circuit Court, District of Louisiana.

358 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, do hereby certify that the foregoing pages contain and form a true and perfect transcript of the original (consent to use the original record in circuit court filed on 6th March, 1876), as well as of all the orders, decrees entered, documents filed, proceedings had, &c. (as are enumerated and set forth in the index hereto annexed), in the case of Amanda M. F. Simonds, adm'x, vs. Steamboat John T. Moore, No. 7794 of the docket, so far as the same now remain of record or on file in said court.

Witness my hand and the seal of said court, at the city of New Orleans, this 24th day of September, A. D. 1877.

[SEAL.] F. A. WOOLFLEY, *Clerk.*

I, W. B. Woods, United States judge for the district of Louisiana, do certify that Francis A. Woolfley, whose name is signed to the above certificate as clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, was, at the time of signing said certificate

ane is now, the clerk of said court; that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand at the city of New Orleans, in said district, this 24th day of September, A. D. 1877.

W. B. WOODS, *Judge.*

(Indorsement on cover:) No. 213. Tohn T. Moore & Company, a commercial firm, composed of John T. Moore and John T. Moore, junior, intervenors, appellants, vs. Amanda M. F. Simonds, administratrix of John S. Simonds; Foster & Rockwood, a commercial firm, composed of Ralph T. Foster and Thomas H. Rockwood, et al. Louisiana C. C. U. S. Filed 3rd October, 1877.

ADDITION TO RECORD 213.

1 Supreme Court of the United States.

JOHN T. MOORE & CO., &C., APPELLANTS,
vs.
AMANDA M. F. SIMONDS, ADMINISTRATRIX, &C., & others, appellees.
} No. 213.

It is stipulated and agreed by and between the appellants, John T. Moore & Co., and Denis Long and Swift's Iron and Steel Works, appellees, through the undersigned, their respective counsel, that the following corrections, clerical errors, be made in the record on file in the above entitled and numbered suit, to wit:

On the last line of printed page 113, third word, read "of" for "by"; and on the first line of printed page 114, next to the last word, read "had" for "has"; and in the last line of third exception (line 15), same page (114), third word from the last, read "Stale" for "State," and on the next to last line of fifth exception (line 30), same page (114), next to last word in said line, read "their" for "them."

On printed page 124, first line, seventh word, read "lien" for "time," and on same page (124), seventeenth line, seventh word, read "much" for "small"; and in same line, third word from the last, read

2 "of" for "if"; and on same page (124), twenty-first line, third word, read "respectively" for "respectfully." On the printed page 125, third line, first word, read "acknowledged" for "knowledged"; and on same page (125), fourteenth line, seventh word, read "taken" for "took," and after the word "out," eighth word, same line, insert the word "at"; and on the same page (125), next to the last line, third word from the last, read "or" for "on."

New Orleans, Oct. 6, '79.

C. B. SINGLETON,
R. H. BROWNE,
Proctors for Appellees.
RICHARD DE GRAY,
Proctor Swift's Iron & Steel Works & Denis Long, Appellees.

D. W. Middleton, clerk of the Supreme Court of the U. S., will please file the foregoing agreement in the above entitled cause, that it may be taken and considered as a part of the record.

New Orleans, Oct. 6, '79.

C. B. SINGLETON,
R. H. BROWNE,
Proctors for Appellees.
RICHARD DE GRAY,
Proctor Swift's Iron & Steel Works & Denis Long, Appellees.

3 (Endorsed:) Supreme Court U. S., 1879. Octo. term. No. 213. Jno. T. Moore & Co., app'ts, vs. Amanda M. F. Simonds, adm'x, &c. Stipulation of counsel to correct record. Filed 13 October, 1879.

Supreme Court of the United States.

No. 213.

AMANDA M. F. SIMONDS

VERSUS

STEAMBOAT JOHN T. MOORE.

On Motion to Dismiss Appeal.

RICHARD DEGRAY,
Proctor for Swift's Iron and Steel Works and Denis Long, Appellees.

F. F. Hansell, Bookseller, Stationer & Printer, 30 and 36 Camp Street.

Notice Motion & Brief

Supreme Court of the United States.

No. 213.

JOHN T. MOORE & CO., A COMMERCIAL FIRM, ETC., APPELLANTS,

VERSUS

AMANDA M. F. SIMONDS, ADMINISTRATRIX, ET AL.

To Charles B. Singleton, Esq., Proctor for Appellants:

You are hereby notified that I shall move the Supreme Court of the United States, on Monday, December 8, 1879, to dismiss the appeal taken by John T. Moore & Co., appellants, in the above entitled and numbered suit, on the grounds set forth in the annexed motion and for the reasons set out in the accompanying brief.

RICHARD DEGRAY,

Proctor for Swift's Iron and Steel Works and Denis Long, Appellees.

UNITED STATES OF AMERICA, District of Louisiana. } *ss.*

Richard DeGray, of the city of New Orleans and State of Louisiana, being duly sworn, deposes

and says, that on the 13th day of November. 1879, he served a copy of the foregoing notice, motion, and brief in support of said motion, and herewith filed, on Charles B. Singleton, Esq., Proctor for John T. Moore & Co., appellants, by handing the same to said Charles B. Singleton in person. Richard Delaney

Sworn and subscribed to before me this 13 day of November, 1879.

E. Stiles Tennant

U. S. Commissioner.

Supreme Court of the United States.

No 213

AMANDA M. F. SIMONDS

VERSUS

STEAMBOAT JOHN T. MOORE.

And now comes Swift's Iron and Steel Works, a corporation duly chartered under the laws of the State of Kentucky, and Denis Long, appellees, and by their proctor, Richard DeGray, and moves this Honorable Court to dismiss the appeal granted herein to John T Moore & Co., appellants, to this Honorable Court, on the 7th day of June, 1877, from the Circuit Court of the United States for the Fifth Circuit and District of Louisiana, on the following grounds, to wit:

I. "For the want of jurisdiction, grounded upon a defect of the title of the parties in said appeal as asked for and allowed," neither the motion for an appeal nor the order granted thereon allowing said appeal showing who John T. Moore & Co. were.

II. Appellees, in case the foregoing is overruled, further move to affirm the decree appealed from, on the ground that manifestly said appeal was only taken for delay and that the question therein presented is so frivolous as not to need argument.

Supreme Court of the United States.

No. 213.

AMANDA M. F. SIMONDS

VERSUS

STEAMBOAT JOHN T. MOORE.

On Motion to Dismiss Appeal.

The steamboat John T. Moore was seized and sold under admiralty process, and after the payment of all the admiralty liens there remains in the registry about $16,000, which is claimed by appellants and appellees as mortgage creditors of the former owner of said steamboat, C. J. Boardman, each claiming a mortgage on said steamboat, and each of whose claims exceed the amount in the registry.

This first motion is made on the ground of defect of the title of the parties in *said appeal as asked for and allowed,* and that in consequence thereof the court is without jurisdiction.

The appeal to this court was applied for and

granted on motion. The motion, after stating the title of the case, to wit: Amanda M. F. Simonds vs. Steamboat John T. Moore, No. 7794, see pages 127 and 128, reads:

"On motion of Singleton & Browne, proctors for the commercial firm of John T. Moore & Co., intervenors in said suit, and on showing that they as intervenors in said suit claimed a sum far exceeding five thousand dollars to be paid to them by lien privilege and preference out of the proceeds arising from the sale of said steamboat John T. Moore deposited in the registry of the court, and on showing that a final judgment was rendered against them on their said intervention dismissing their demand *in toto* on the 29th May, 1877, and signed on the 4th June, 1877, and on further showing that they are advised that there is error in said judgment to their prejudice, from which they can not be relieved except by an appeal to the Supreme Court of the United States, and on further showing that they desire to appeal suspensively from said judgment to the said Supreme Court—

"It is therefore ordered by the court that *the movers* be allowed an appeal from said judgment to operate as a supersedeas on furnishing bond with good and solvent security in the sum of five thousand dollars conditioned according to law, and that the same be made returnable on the first day of the next term of the Supreme Court of the United States."

The appeal is asked for by the commercial firm of John T. Moore & Co., and is granted to "THE MOVERS" in said motion, who are John T. Moore & Co.; but no where in said motion or order is it disclosed who constituted said commercial firm of John T. Moore & Co.

The motion to dismiss this appeal is made in the language of this Honorable Court, as used by Mr. Justice Nelson, in the case of the Protector, 11 Wallace, page 82, and the dismissal is asked on the authority of that case and the other authorities therein cited.

The second motion is made under the amendment to Rule Six of General Rules as published, 97 of Reports of Supreme Court of the United States.

There are but two parties to this appeal, to wit, John T. Moore & Co., appellants, and Swift's Iron and Steel Works and Denis Long, appellees, and they are the only parties whose claims respectively exceed $5000, and who under the law could appeal. They are therefore the only parties before the court. They, appellants and appellees, are both mortgage creditors of Charles J. Boardman, the former owner of the steamboat John T. Moore, and both claim under a mortgage on said steamboat.

The court finds both appellants and appellees were such mortgage creditors, Swift's Iron and Steel Works for $21,902 98, and Denis Long for $9205 32 and John T. Moore & Co. for $14,699 22. See page

124, finding No. 5, and page 125, finding No. 7; that the mortgage given to the former was the older, and was dated on the 27th day of January, 1871, and was unrecorded in the home port of the steamboat (port of New Orleans), but was recorded in office of the collector of the port of Cincinnati, Ohio, where said steamboat was temporarily enrolled; that the latter was a junior mortgage, was dated the third day of January, 1872, and was recorded in the home port of said steamboat; but that appellants, John T. Moore & Co., before the execution of the said mortgage to them, had "actual notice and knowledge of the existence and registry of the said mortgage made by the said C. J. Boardman on said boat to the Swift's Iron and Steel Works and Denis Long." Pages 124 and 125.

Which of these mortgage creditors shall take the remnant left in the registry after the payment of the admiralty liens? The statute settles this question. The act of Congress of July 29, 1850, chapter 27, section 1, volume 9, page 440, which was the law in existence in reference to mortgages on vessels at the time these two mortgages were given, and which is copied in the Revised Statutes in section 4192, provides:

"No bill of sale, mortgage, hypothecation, or conveyance of any vessel or any part of any vessel of the United States shall be valid against any persons other than the grantor or mortgageor, his heirs

and devisees, and persons having actual notice thereof, unless such bill of sale, mortgage, hypothecation, or conveyance is recorded in the office of the collector of customs where such vessel is registered or enrolled."

Is not this case as plain as a suit on a promissory note without a defense? And for what purpose under this statement of facts could this appeal have been taken, except for delay and annoyance?

Respectfully submitted,

RICHARD DEGRAY,

Proctor for Swift's Iron and Steel Works and Denis Long, Appellees.

Supreme Court of United States

No. 213.

JOHN T. MOORE & CO., a commercial firm composed of John T. Moore and John T. Moore, Jr.,
INTERVENORS AND APPELLANTS,

versus

AMANDA M. F. SIMONDS, Administratrix,
FOSTER & ROCKWOOD, a commercial firm composed of Ralph T. Foster and Thomas H. Rockwood et al.

Brief on behalf of Appellants on the motion to dismiss.

CHARLES B. SINGLETON,
AND
SINGLETON & BROWNE,
Attorneys.

NEW ORLEANS, Nov. 27, 1879.

REA'S STEAM PRINT 48 MAGAZINE ST., N. O."

Supreme Court of United States

No. 213.

JOHN T. MOORE & CO., a commercial firm composed of John T. Moore and John T. Moore, Jr.,

INTERVENORS AND APPELLANTS,

versus

AMANDA M. F. SIMONDS, Administratrix,

FOSTER & ROCKWOOD, a commercial firm composed of Ralph T. Foster and Thomas H. Rockwood et al.

Brief on behalf of Appellants on the motion to dismiss.

The first ground in the motion to dismiss is:

1. "For the want of jurisdiction, grounded upon a defect of "the title of the parties in said appeal as asked for and allowed, "neither the motion for the appeal, nor the order granted there- "on, allowing said appeal, showing who John T. Moore & Co. "were."

It will be seen from the above title of the cause found upon the transcript of appeal, filed in this Court, who composed the

firm of John T Moore & Co.—viz: John T. Moore and John T. Moore, Jr.

The appeal taken by John T. Moore & Co. was taken "*sedente curia*." No citation of appeal, therefore, was required. Neither was the usual indorsement, to be made by the clerk, as required by law, necessary, as appears from the following quotation, taken from Conkling's Admiralty Practice, vol. 1, page 720:

"A copy of the appeal, with an appropriate indorsement ex-
"pressive of its object, ought, therefore, to be in like manner
"lodged in the clerk's office, unless, perhaps, *when the appeal is*
"*entered during the session of the Court, at which the decree ap-*
"*pealed from is pronounced; in which case, as we shall see, even*
"*the personal citation required by the act has been held not to be*
"*indispensable.*"

Nevertheless, the clerk did indorse the appeal in accordance with the appeal granted. Here is a copy of the indorsement:

"No. 213. Jonn T. Moore & Company, a commercial firm
"composed of John T. Moore and John T. Moore, Jr., interven-
"ors, appellants, vs. Amanda M. F. Simonds, administratrix of
"John S. Simonds, Foster & Rockwood, a commercial firm com-
"posed of Ralph T. Foster and Thomas H. Rockwood et al."
Louisiana C. C. U. S. See T., page 130.

The bond which constitutes the most vital part of the appeal, and without which there could be no appeal, because it was specially required by the order of the Court, commences thus:

"United States Circuit Court, Fifth Circuit District of Louis-
"iana, Amanda M. F. Simonds vs. Steamer John T. Moore, No.
"7794. Know all men by these presents, that we, the commer-
"cial firm of John T. Moore & Co., composed of John T. Moore
"and John T. Moore, Jr., intervenors in said suit as principals,
"and Nicholas Burk, as security, are held and firmly bound
"unto," etc., etc.

The bond proceeds to name the firms and the individual members thereof, and every other party to the suit, as appellees. See T., page 128.

The Supreme Court of the State of Louisiana have often held that the parties to appeals are those mentioned in the appeal bond, and in order to ascertain who are the parties to the appeal the appeal bond must be examined.

Swearinger et al. vs. McDaniel, administrator, 12 Rob. Rep., page 205.

Robert, executrix, vs. Ride et al., 11 La. An. Rep., 409, 410.

Hamilton vs. Phillips et al., 11 La. An. Rep., 675.

Not only the Supreme Court of Louisiana have thus held, but this Court virtually held the same in the case of Owings et al. vs. Kincannon, 7 Peters' Supreme Court Reports, 402.

In this case Chief Justice Marshall looked into the bond to ascertain who had appealed. He said:

"The particular statement in the bond is considered by the "Court as explaining the general entry granting the appeal, so "as to show that from a joint decree against six defendants, only "two, represented by their heirs, have appealed."

The order of the Court granting the appeal in this case is as follows:

"It is, therefore, ordered by the Court that the movers be al- "lowed an appeal from said judgment, to operate a supersedias, "on furnishing bond with good and solvent security in the sum of "five thousand dollars, conditioned according to law, and that the "same be made returnable on the first day of the next term of "the Supreme Court of the United States."

The appeal bond containing all the individual names of the commercial firm of John T. Moore & Co., immediately follows this order. See T., pages 127, 128.

The appeal being taken during the session of the Court, no

citation need issue. The appellees were bound to take notice of it. The part of real interest to the appellees in the appeal is the appeal bond, and it contains the individual names of the members of the firm of John T. Moore & Co.

The individual names of the members of John T. Moore & Co. appear in the printed record no less than five times.

See the transcript page 5, in the intervening libel of John T. Moore & Co.

On page 88, in their amended libel.

On page 93, in the mortgage granted to them by the owner of the steamboat John T. Moore.

On page 128, in the appeal bond.

On page 130, in the indorsement on the cover.

In the findings of the Circuit Judge of the facts and the law, the appellants are spoken of as John T. Moore & Co., and in every allusion to the appellants by the litigating parties they are styled John T. Moore & Co. There is only one firm of that name in the record, and the individual names of all the members of that firm are given no less than five times.

There is certainly no want of jurisdiction apparent in the record. It appears fully and clearly. If the individual names of the members of the firm of John T. Moore & Co. did not appear in the appeal bond there certainly could be no difficulty in ascertaining them by a casual examination of the transcript, since that information appears in four other different and distinct portions of the transcript besides in the appeal bond as already stated. "*Certum est quod certum reddi potest.*"

The case of the Protector, 11 Wallace Supreme Court, U. S., page 82, the individual names of the members of the commercial firm did not even appear in their appeal bond as they do in the case now before the Court.

In the case of Deneale vs. Stump's, executrix, 8 Peters, 526, the

appellants are styled Mary Deneale, executrix of George Deneale, *and others*; there is nothing definite in the expression, *and others* has no ascertained meaning, and there are no means of ascertaining who they are.

But the name of a commercial firm styled as in the case before the Court—John T. Moore & Co.—the company is definite. It means the partner or partners of John T. Moore, and if the individual names of all the members of that firm are given in many places in the transcript, and specially in the appeal bond itself, there certainly can be no difficulty in ascertaining whether the Court has or has not jurisdiction.

The right of appeal is an invaluable right, and litigants should be maintained in that right, unless the case against them is clear beyond all reasonable doubt.

We will now turn our attention to the second ground for the dismissal of the appeal—viz:

2. "Appellees, in case the foregoing is overruled, further "move to affirm the decree appealed from, on the ground that "manifestly said appeal was only taken for delay, and that the "question therein presented is so frivolous as not to need ar-"gument."

We consider the points presented by the appeal of very grave importance. And we feel sanguine that your Honors must reverse the judgment of the lower Court.

We do not propose to argue our case upon this second ground, but we will state some of the points we propose to argue when this case shall be regularly assigned for trial.

I.

We will contend that as Congress has legislated upon the subject of mortgaging vessels, and has prescribed what shall be recognized by its officers as a mortgage of a vessel, and when

and how the same shall be admitted to record, that all State legislation upon the same subject matter is superceded and set aside.

II.

Congress has declared that: "No bill of sale, mortgage, hypothecation or conveyance of any vessel, or part of any vessel, of the United States, shall be valid against any person other than the grantor or mortgagor, his heirs and devisees, and persons having actual notice thereof, unless such bill of sale, mortgage, hypothecation or conveyance is recorded in the office of the Collector of Customs, where such vessel is registered or enrolled." * * * Revised Statutes United States, section 4192.

Nothing is said in this section as to what shall constitute a mortgage—such a mortgage as the Collector of Customs shall recognize as a mortgage, and record in his office. But Congress is not silent upon this point. Congress by subsequent act provides that: "No bill of sale, mortgage, hypothecation or conveyance, or discharge of mortgage, *or any other incumbrance* of any vessel, *shall be recorded*, unless the same is duly acknowledged before a notary public or other officer authorized to take acknowledgment of deeds." Revised Statutes United States, section 4193.

Now, if any paper purporting to be a mortgage on a vessel is not duly acknowledged before a *notary public*, or other *officer authorized to take acknowledgment of deeds*, then the Collector of Customs, is *prohibited* from recognizing it as a mortgage, and is *expressly prohibited* from recording the same. And since the writing purporting to be a mortgage in favor of Swift's Iron and Steel works of Cincinnati, Ohio, and Denis Long, of Louisville, Kentucky, appellees and movers in the rule to dismiss, is not

acknowledged as required by the aforesaid section it cannot be considered as a mortgage, and, since it does not conform to the said section, it is not a mortgage. See T., pages 34, 35, 36.

III.

That Congress did not intend to prescribe what should constitute one class of valid mortgages entitled to recordation, to guide the collectors of customs, and another class of mortgages which should bind third parties who might have actual notice thereof, and which collectors of customs were specially prohibited from recognizing as mortgages. That if the collectors of customs are prohibited by law from considering such a writing as a mortgage, then such a writing purporting to be a mortgage has no binding effect upon *third parties* who may have actual notice thereof. That Congress did not intend to establish two classes of mortgages—one that *third persons* were bound to recognize as a valid mortgage on actual notice, and which collectors of customs were specially prohibited from recognizing as mortgages. That if collectors of customs are specially prohibited from recognizing said writing as a mortgage, then it can have no effect against *third persons* as a mortgage. Third *persons* are no more bound to recognize it as a mortgage than the collectors of customs.

IV.

That Congress having prescribed the requisites for a valid mortgage, no power can establish a mortgage not containing or embodying said requisites; anything short of said requisites cannot constitute a valid mortgage.

V.

That if the said writing purporting to be a mortgage had been actually recorded in the home port of the steamer John T.

Moore, such recording would have been absolutely null and void, because it would have been done in violation of a prohibitory law.

This cause presents the foregoing points which we think are "*not so frivolous as not to need argument.*" There are other points in the cause which we propose to present on the argument of the same. We think we have shown grounds enough to entitle us to a serious hearing on the merits.

Respectfully submitted,

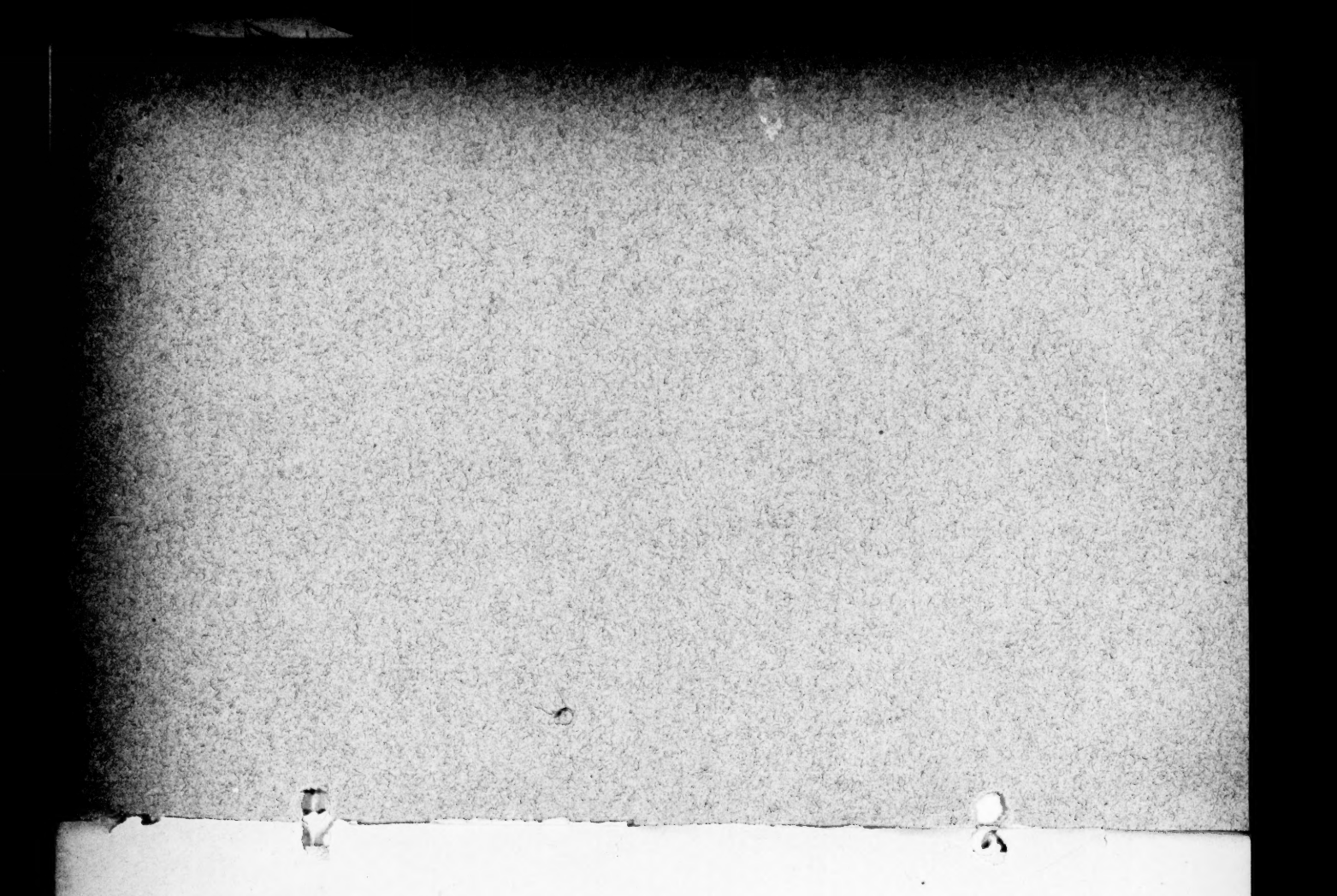
CHARLES B. SINGLETON,

AND

SINGLETON & BROWNE,

Attorneys.

NEW ORLEANS, Nov. 27, 1879.



Supreme Court of the United States.

No. 102.

GEORGE FOLLANSBEE, APPELLANT,

vs.

THE BALLARD PAVEMENT COMPANY, APPELLEES.

Motion to Dismiss Appeal.

The appellees in this case move the court to dismiss the appeal taken by George Follansbee to this court, on the ground that the amount involved is less than twenty-five hundred dollars.

A. S. WORTHINGTON,
Solicitor for Appellees.

To WILLIAM A. COOK, ESQ.,
Solicitor for Appellant.

Take notice that the above motion will be submitted to the court on Monday, the 1st day of December next, if you consent; or if you do not, that it will be made when the case is reached for hearing; and that the motion will be submitted upon the affidavits of D. W. Middleton, Jr., and Waldo M. Tastet, and the brief, copies of which are herewith served upon you.

A. S. WORTHINGTON,
Solicitor for Appellees.

Service of copies of foregoing motion and notice, and of the affidavits therein mentioned, and of the brief of appellees, is hereby admitted this 26th day of November, 1879, and I consent that the motion may be submitted to the court on Monday, December 1, 1879.

WILLIAM A. COOK,
Solr. for Geo. Follansbee.

Affidavits.

In the Supreme Court of the United States.

George Follansbee, Appellant, *vs.* The Ballard Pavement Co. } No. 102.

I, Waldo M. Tastet, on oath, say that I am the bookkeeper of the firm of Lewis Johnson & Company, bankers, doing business in Washington, District of Columbia. The books of said firm show that on June 19, 1875, they sold 2,650 of District of Columbia 3-65 bonds at 75 cents on the dollar, and on June 23, 1875, 2,300 of said bonds at same price, which was the market value of said bonds, with interest coupons all attached, in Washington, by the books of the said bank at said date, and which was the highest market value attained by said bonds between the 16th day of February, 1875, and the 4th day of March, 1876, as shown by the books of said firm.

WALDO M. TASTET.

Subscribed and sworn to before me this 25th day of November, 1879.

[SEAL.]

GEORGE M. DUNN,
Notary Public.

In the Supreme Court of the United States.

George Follansbee, Appellant, *vs.* The Ballard Pavement Co. } No. 102.

I, D. W. Middleton, Jr., on oath say that I am a resident of the District of Columbia, and have been engaged in the banking business in said District for fifteen years; that as part of the banking business I have bought and sold District of Columbia 3-65 bonds, and have been familiar with the market value of said bonds from the time they were first put upon the market to the present time; that at no time between the 16th day of February, 1875, and the 4th day of March, 1876, was the market value of said bonds, interest coupons all attached, more than eighty cents on the dollar.

D. W. MIDDLETON, JR.

Sworn to and subscribed before me this 26th day of November, A. D. 1879.

[SEAL.]

N. CALLAN,
Notary Public.

Brief for Appellees.

In the Supreme Court of the United States.

George Follansbee, Appellant,
vs.
The Ballard Pavement Co., Appellees. } No. 102.

The decree appealed from will be found on page 40 of the record in this case. By that decree appellant is required to pay to the complainants below "the highest market value since the 16th day of February, 1875, of three-sixty-five bonds of the District of Columbia, of the par value of $5,150, with interest coupons all attached, less the sum of $2,000, and interest thereon from the 26th day of January, 1874, to such day of highest market value."

By the affidavits of Waldo M. Tastet and D. W. Middleton, Jr., submitted herewith, it is shown that at no time between the 16th day of February, 1875, and the 4th day of March, 1876, was the highest market value of such bonds, with interest coupons all attached, more than 80 cents on the dollar. Computing the value of such bonds of the par value of $5,150 at 80 cents on the dollar, we have..... $4,120 00

Deduct $2,000, with interest from January 26, 1874, to say June 23, 1875..... 2,169 62

Amount involved..... $1,950 38

A. S. WORTHINGTON,
Solicitor for Appellees.